

Translator Assignment Agreement

This Agreement among **Radio Assist Ministry, Inc.**, hereinafter referred to as "**RAM**," **Edgewater Broadcasting, Inc.**, hereinafter referred to as "**EWB**," and **WRVM, Inc.**, hereinafter referred to as "**WRVM**," recorded this 21st day of October, 2004:

Whereas, RAM is the holder of construction permits, under the authority of the Federal Communications Commission, which instruments listed in Exhibit A are altogether hereinafter referred to as "**RAM Authorizations**,"

Whereas, EB is the holder of construction permits, under the authority of the Federal Communications Commission, which instruments listed in Exhibit B are altogether hereinafter referred to as "**EB Authorizations**,"

Whereas, WRVM is the licensee of certain FCC Authorizations for FM Translators as listed in Exhibit C, hereinafter referred to as "**WRVM Exhibit C Translators**";

Whereas, WRVM is the licensee of certain FCC authorizations for FM translators or the holder of a construction permit, under the authority of the Federal Communications Commission, which instruments listed in Exhibit D are hereinafter referred to as "**WRVM Authorizations**,"

Whereas, RAM desires to assign all rights, title and interest in certain RAM Authorizations in exchange for certain WRVM Authorizations and related assets as stated herein;

Whereas, EWB desires to assign all rights, title and interest in certain EWB Authorizations in exchange for certain WRVM Authorizations and related assets as stated herein;

Whereas, WRVM desires to assign all rights, title and interest in certain WRVM Authorizations in exchange for RAM Authorizations and EWB Authorizations as stated herein;

Now, **THEREFORE**, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **Assets.** Subject to the prior consent of the FCC:
 - 1.1 RAM agrees to transfer, assign, convey and deliver to WRVM and WRVM agrees to receive free and clear of all liens, the Station Assets for RAM Authorizations as identified on Exhibit A, attached hereto and made a part hereof; all files and records pertaining to the RAM Translators; and all good will and rights which RAM has in the frequencies, call signs and FCC Authorizations respecting the RAM Translators.
 - 1.2 WRVM agrees to transfer, assign, convey and deliver to RAM and RAM agrees to receive free and clear of all liens, the Station Assets for WRVM

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Authorizations as identified on Exhibit C, attached hereto and made a part hereof; all files and records pertaining to the WRVM Translators; and all good will and rights which WRVM has in the frequencies, call signs and FCC Authorizations respecting the WRVM Translators.

- 1.3 EWB agrees to transfer, assign, convey and deliver to WRVM and WRVM agrees to receive free and clear of all liens, the Station Assets for EWB Authorizations as identified on Exhibit B, attached hereto and made a part hereof; all files and records pertaining to the EWB Translators; and all good will and rights which EWB has in the frequencies, call signs and FCC Authorizations respecting the EWB Translators.
- 1.4 WRVM agrees to transfer, assign, convey and deliver to EWB and EWB agrees to receive free and clear of all liens, the Station Assets for WRVM Authorizations as identified on Exhibit D, attached hereto and made a part hereof; all files and records pertaining to the WRVM Translators; and all good will and rights which WRVM has in the frequencies, call signs and FCC Authorizations respecting the WRVM Translators.

2. Exchange. In consideration for the assets to be conveyed between RAM/EWB and WRVM:

- 2.1 RAM agrees to assign its certain RAM Exhibit A Authorizations as an even exchange for the certain WRVM Exhibit C Authorizations.
- 2.2 WRVM agrees to exchange its certain WRVM Exhibit C Authorizations as an even exchange for the certain RAM Exhibit A Authorizations.
- 2.1 EWB agrees to assign its certain EWB Exhibit B Authorizations as an even exchange for the certain WRVM Exhibit D Authorizations.
- 2.2 WRVM agrees to exchange its certain WRVM Exhibit D Authorizations as an even exchange for the certain EWB Exhibit B Authorizations.

3. FCC Applications. Assignment of the facilities shall be within complete accordance with FCC rules, regulations and policy. Approval of the FCC will be sought by:

- 3.1 RAM electronically filing FCC Form 345 for assignment of its certain RAM Assignments to WRVM. RAM and WRVM shall cooperate for including information from WRVM for the Assignee portion of the application.
- 3.2 WRVM electronically filing FCC Form 345 for assignment of its certain WRVM Translators to RAM. RAM and WRVM shall cooperate for including information from RAM for the Assignee portion of the application.
- 3.3 EWB electronically filing FCC Form 345 for assignment of its certain EWB Assignments to WRVM. EWB and WRVM shall cooperate for including information from WRVM for the Assignee portion of the application.
- 3.2 WRVM electronically filing FCC Form 345 for assignment of its certain WRVM Translators to EWB. EWB and WRVM shall cooperate for including information from EWB for the Assignee portion of the application.

4. Continuous Operation. The Parties agree that it is in the public's interest for those of the RAM Authorizations, EWB Authorizations, WRVM Authorizations which are already

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operating to continue in operation as allowed by FCC law for providing programming to the community and listening public of said stations on a continuous basis and agree to cooperate among themselves for accomplishing that including relocating some facilities to more favorable sites by filing electronic minor-change applications to the FCC when it is necessary, desirable or more convenient for such applications to be made prior to consummation.

5. Agreement to change channels on other facilities:

- 5.1 WRVM agrees to make application to the FCC for changing frequency of its operating facility K218BK (FCC Facility ID 122231) in Marshfield, WI to channel 217 and to cooperate with EWB in order for EWB to change frequency of W272BI to channel 219.
- 5.2 EWB agrees to make application to the FCC for changing frequency of its proposed facility W272BI (FCC Facility ID 155144) in Marshfield, WI to channel 219. EWB agrees to never begin transmissions with this facility on any channel between 272 and 276 nor to assign the facility to any other entity while authorized to operate on any channel between 272 and 276.

6. Covenants and Warranties. The Parties hereby covenant and warrant as follows:

- 6.1 **Valid FCC Authorizations.** All the FCC Authorizations required to own, construct and operate facilities as they presently exist as identified herein are valid;
- 6.2 **No Citations.** There are no outstanding unsatisfied FCC citations or cease and desist orders against the facilities and any such subsequently issued shall be satisfied prior to Closing;
- 6.3 **No Investigations.** There is no ongoing investigation of the facilities by the FCC or by any other federal or state governmental agency, or any related conditions which violate any FCC rule or policy;
- 6.4 **No Litigation.** No litigation, proceeding or investigation whatsoever is pending or threatened against the assets to be transferred hereunder and that it knows of no reason why the FCC would not find it qualified to assign the herein specified FCC Authorizations;
- 6.5 **Free and Clear Delivery.** Delivery of the FCC Authorizations and related assets at Closing shall be free and clear of all debts, liens and other encumbrances;
- 6.6 **Maintenance and Operation of Equipment.** All transmission equipment and other broadcast equipment to be transferred is and as of the Closing Date will be operable in accordance with good engineering practice, and will comply with the provisions of Environmental Laws and regulations promulgated thereunder;
- 6.7 **Non-disposal of Property.** From the Effective Date through the Closing Date the Parties will not sell, transfer or otherwise dispose of any of assets relating to herein specified facilities, unless property of like or similar value is substituted therefore;

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- 6.8 **Power and Authority.** That at present and on the Closing Date, it will have full power and authority to enter into and perform this Agreement; that the execution and delivery of this Agreement and the performance of all obligations hereunder shall have been duly authorized by its governing board; and, that this Agreement will constitute a valid and binding Agreement, enforceable in accordance with its terms;
- 6.9 **Absence of Conflicting Agreements or Required Consents.** The execution of this Agreement and the performance of the covenants herein contemplated do not, and will not as of the Closing Date, result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the Station Assets or assets pursuant to any provision of law, or any indenture, agreement or other instrument to which it is a party or by which it may be bound or affected. The Lease Agreements pertaining to the respective facility's transmitter sites are assignable;
- 6.10 **Good Standing.** That it is a not for profit corporation in good standing in the state in which it is organized;
- 6.11 **Current Reporting.** That it has filed all forms and reports with the FCC that are required to be filed, has placed in the public files all documents which are required to be there.
7. **Closing.** Closing shall take place at a place and date as the Parties shall mutually agree.
8. **Closing Deliveries By RAM.** Prior to or on the Closing Date, RAM shall deliver to WRVM the duly executed bills of sale, assignment and other transfer documents which shall be sufficient to vest good title to the assets and FCC Authorizations in the name of WRVM, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges and encumbrances.
9. **Closing Deliveries By EWB.** Prior to or on the Closing Date, EWB shall deliver to WRVM the duly executed bills of sale, assignment and other transfer documents which shall be sufficient to vest good title to the assets and FCC Authorizations in the name of WRVM, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges and encumbrances.
10. **Closing Deliveries By WRVM.** Prior to or on the Closing Date, WRVM shall deliver to RAM and EWB the duly executed bills of sale, assignment and other transfer documents which shall be sufficient to vest good title to the assets and FCC Authorizations in the name of RAM and/or EWB, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges and encumbrances.
11. **Control of Translators.** The Parties each agree to retain control of their authorizations until transferred by assignment consummation.
12. **Indemnification Obligations.**
- 12.1 **RAM's Indemnification.** RAM shall hold harmless, defend and indemnify WRVM and its officers, trustees, servants, agents, employees and

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representatives against any and all liability, loss, damage, judgments, or expense, including reasonable attorneys fees and costs, resulting from the content of any material transmitted by RAM, or for any loss, damage or injury (including death) caused by the negligent or willful acts or omissions of RAM, its agents, servants, employees, licensees, or independent contractors hired by RAM, or from the loss, damage, or injury (including death) which may result to any of RAM's employees, agents, servants or independent contractors involved in the installation, repair, maintenance or other work on, in respect to, or in the vicinity of the transmitter site for the Translators, unless the same is caused by the sole negligence of the WRVM or its agents, servants or employees.

12.2 **EWB's Indemnification.** EWB shall hold harmless, defend and indemnify WRVM and its officers, trustees, servants, agents, employees and representatives against any and all liability, loss, damage, judgments, or expense, including reasonable attorneys fees and costs, resulting from the content of any material transmitted by EWB, or for any loss, damage or injury (including death) caused by the negligent or willful acts or omissions of EWB, its agents, servants, employees, licensees, or independent contractors hired by EWB, or from the loss, damage, or injury (including death) which may result to any of EWB's employees, agents, servants or independent contractors involved in the installation, repair, maintenance or other work on, in respect to, or in the vicinity of the transmitter site for the Translators, unless the same is caused by the sole negligence of the WRVM or its agents, servants or employees.

12.2 **WRVM's Indemnification.** WRVM shall hold harmless, defend and indemnify RAM and EWB and their officers, trustees, servants, agents, employees and representatives against any and all liability, loss, damage, judgments, or expense, including reasonable attorneys fees and costs, resulting from the content of any material transmitted by WRVM, or for any loss, damage or injury (including death) caused by the negligent or willful acts or omissions of WRVM, its agents, servants, employees, licensees, or independent contractors hired by WRVM, or from the loss, damage, or injury (including death) which may result to any of WRVM's employees, agents, servants or independent contractors involved in the installation, repair, maintenance or other work on, in respect to, or in the vicinity of the transmitter site for the Translators, unless the same is caused by the sole negligence of the RAM or EWB or their agents, servants or employees.

13. **Authority to Execute.** The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement
14. **Covenant of Further Assurances.** As of the Effective Date, each of the Parties, upon the reasonable request of the other, will take such other action and execute and deliver such further instruments of assignments, conveyance and transfer as may be reasonably necessary to assure, complete and evidence the full and effective transfer and conveyance of the Station Assets pursuant to this Agreement.

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15. **Future Rights.** In accordance with 47CFR73.115, the Parties each agree that they will retain no right of reversion of the licenses, no right to reassignment of the licenses in the future, and do not reserve the right to use the facilities of the translator stations for any period whatsoever, all effective upon the FCC grant of the assignment application.

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In witness whereof, the Parties hereto execute agreement, as of the day and year first above written, each by its officer (or principal) thereunto duly authorized.

Attest:

Radio Assist Ministry, Inc.

PO Box 5459

Twin Falls, Idaho 83301

Telephone (208) 733-3551

By: 

Clark Parrish, its president

Date: 11/12/04

Edgewater Broadcasting, Inc.

PO Box 5725

Twin Falls, Idaho 83301

Telephone (208) 733-3551

By: 

Clark Parrish, its president

Date: 11/12/04

WRVM Inc.

PO Box 212

Suring, WI 54174

Telephone (920) 842-2900

By: 

Elwood Anderson, its acting president

Date: 10/21/2004

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Exhibit A. RAM Authorizations

FCC Authorizations:

RADIO ASSIST MINISTRY INC.					
Callsign	Fac. ID	City	State	Ch.	Status
W232BE	154852	STEVENS POINT	WI	232	CP granted; not operating, no site agreements
W223AQ	144208	IRONWOOD	MI	223	CP granted; not operating, no site agreements
W236AS	148031	PARK FALLS	WI	236	CP granted; not operating, no site agreements
W268BC	150234	OMRO	WI	268	CP granted; not operating, no site agreements
W225AV	144465	BESSEMER	MI	225	CP granted; not operating, no site agreements

Equipment:

None

Site Leases:

None

Other Assets:

None

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Exhibit B. EWB Authorizations

FCC Authorizations:

EDGEWATER BROADCASTING INC.					
Callsign	Fac. ID	City	State	Ch.	Status
W273AT	149984	PORT WASHINGTON	WI	273	CP granted; not operating, no site agreements
W264BE	155136	MANITOWOC	WI	264	CP granted; not operating, no site agreements
W237CE	150568	HOWARDS GROVE	WI	237	CP granted; not operating, no site agreements
W272BT	155161	MOSINEE	WI	272	CP granted; not operating, no site agreements
W273BK	149983	MEDFORD	WI	273	CP granted; not operating, no site agreements

Equipment:

None

Site Leases:

None

Other Assets:

None

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Exhibit C. WRVM Translators

FCC Authorizations:

From WRVM, INC. to RAM					
Callsign	Fac. ID	City	State	Ch.	Status
W254AO (W218CC)	73057	MERRILL	WI	221	Licensed and Operating on Ch221, CP dismissed for Ch254, CP granted for Ch218; site agreement included.

Equipment:

None included. RAM may use the equipment, which is in place and operating, at no charge until RAM installs its own equipment or until WRVM provides 60 days notice to RAM that it desires to no longer provide its free use.

Site Leases:

Merrill, WI Site: Tower Lease with WRVM, Inc. for W254AO.

Other Assets:

None

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Exhibit D. WRVM Translators

FCC Authorizations:

From WRVM, INC. to EWB					
Callsign	Fac. ID	City	State	Ch.	Status
W201CX	122222	MEDFORD	WI	201	Licensed and Operating; site agreement available.
W229AP	142640	ROTHSCHILD	WI	229	New CP granted, not operating; tower agreement included.

Equipment:

PSI model PSIFML2-75WS transmit antenna on 88.1 MHz used by W201CX,
Facility ID 122222.

Site Leases:

Rothschild, WI Site: Tower Lease with Northway Communications, Inc.

Medford, WI Site: Lease available for shared use of combiner and antenna.

Other Assets:

None