

## **ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 22 day of February, 2005 by and between Radio Assist Ministry, Inc., an Idaho not-for-profit corporation ("Buyer"), and American Family Association, Inc., a Mississippi not-for-profit corporation ("AFA").

### **Recitals**

WHEREAS, AFA holds the Federal Communications Commission ("FCC") broadcast licenses for noncommercial translator stations K214CB Facility ID 1665 Brownfield, Texas, K220EE Facility ID 1587 Levelland, Texas and K209BP Facility ID 1632 Stillwater, Oklahoma (the "Stations");

WHEREAS, Buyer would like to obtain the Station licenses and AFA would like to sell the Station licenses to Buyer;

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, AFA agrees to assign the Licenses to Buyer and Buyer hereby agrees to accept the Licenses as follows:
  - (a) **Purchase Price.** The Purchase Price for the Brownfield License shall be Five-Thousand Dollars (\$5,000.00).
  - (b) **Other Consideration.** In addition to the Cash Purchase Price for Brownfield, Buyer, or its designated affiliated company, shall, at Closing, give AFA \$13,000.00 credit as agreed to by the parties toward the purchase of FM Translator construction permits or stations licensed to Buyer or its designated affiliate for the Levelland and Stillwater licenses.
  - (c) **Application.** Within ten (10) days of the execution hereof, the parties shall jointly file an assignment application with the FCC seeking FCC consent to the assignment of the Licenses from AFA to Buyer (the "Assignment Application").

- (d) Closing. Buyer shall, within ten (10) days after approval of the Assignment Application for the Licenses, pay AFA the Purchase Price and provide such necessary documents to document the obligations provided in Paragraph 1(b) hereto, whereupon AFA will provide to Buyer an instrument of conveyance and other documents suitable to Buyer for the Licenses.
2. Exclusivity and Confidentiality. 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 Licenses.
4. 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 Mississippi. 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.

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.

**Radio Assist Ministry, Inc.**  
P. O. Box 5459  
Twin Falls, Idaho 83301

By 

Clark Parrish, President

**American Family Association, Inc.**  
P. O. Drawer 2440  
Tupelo, MS 38801

By 

Donald E. Wildmon, Chairman