

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 19<sup>th</sup> day of September 2006 by and between John Jason Bennett (the "Seller"), an individual, and Dan Wells (the "Buyer"), an individual.

### Recitals

WHEREAS the Seller holds construction permits issued by the FCC for FM translator stations within the State of Oklahoma;

WHEREAS, the Buyer would like to obtain the Seller's Construction Permits; 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:

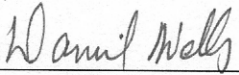
1. The Assignment. Subject to the conditions contained herein, Seller agrees to assign the Permits to Buyer and Buyer hereby agrees to accept the Permits as follows:
  - (a) Construction Permits. Buyer shall assign and Seller shall accept the construction permits for the following facilities: K235BK (FID#142082), K245AY (FID# 157750), K260BB (FID# 157688), and K269FF (FID# 157301).
  - (b) Purchase Price. The Purchase Price for the Construction Permits shall be Forty-Five-Thousand Dollars (\$45,000.00).
  - (c) Deposit. Concurrent with the execution hereof, Buyer shall pay to Seller a deposit in the amount of Fifteen-Thousand Dollars (\$15,000.00.). If the FCC denies the transfer to the Buyer for any reason, then the deposit shall be refunded in full, payable within 90 days of the date of the FCC's public notice announcing the dismissal or denial of the proposed transfer.
  - (d) Application. Within thirty (30) days of the execution hereof, the parties shall jointly file an assignment application with the FCC

seeking FCC consent to the assignment of the Permit from the Seller to the Buyer.

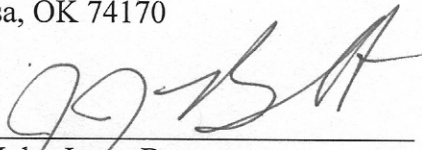
- (e) Closing. Buyer will pay the remaining Purchase Price at close after approval of the Assignment Application for the Permit, whereupon the Seller will provide to the Buyer an instrument of conveyance suitable to Buyer for the Permit. Closing shall occur within 14 days of the publication of the Public Notice announcing approval of the assignment by the FCC.
- 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 to Seller 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. The Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees associated with the purchase of the Construction Permits.
- 5. Contingent Application: Seller agrees that the Buyer is specifically authorized pursuant to 47 C.F.R. § 73.3517(a) to file an application for a minor amendment to the construction permit for the Construction Permits that shall be contingent upon the grant of the assignment application. Seller agrees that this assignment agreement fulfills the "written statement" requirement of 47 C.F.R. § 73.3517(a). If requested, Seller agrees to provide a separate writing for submission to the FCC pursuant to 47 C.F.R. § 73.3517(a).
- 6. 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 Oklahoma. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Oklahoma. 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.

**Dan Wells**  
3853 East 56th Street  
Tulsa, OK

By   
Dan Wells

**John Jason Bennett**  
Box 700042  
Tulsa, OK 74170

By   
John Jason Bennett