

## **ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 26<sup>th</sup> day of October, 2004 by and between IHR Educational Broadcasting, Inc. a California non-profit corporation ("Buyer") and The Association for Community Education, Inc., a California non-profit corporation ("Seller").

### **Recitals**

WHEREAS Seller holds licenses granted by the Federal Communications Commission ("FCC" or "Commission") for FM Translator Stations K236AF, 95.1 MHz, Lompoc, California (FCC Facility ID No. 83032, File No. BLFT-19990324TA, granted July 7, 1999) and K295AH, 106.9 MHz, Goleta, California (FCC Facility ID No. 84739, File No. BLFT-19970929TG, granted May 4, 1998), as further described on Exhibit A hereto (together the "Stations");

WHEREAS, Seller desires to assign the Stations to Buyer and Buyer desires to obtain the Stations from Seller; and

WHEREAS, prior approval of the FCC 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 and Buyer agrees to purchase the Stations, as follows:

a. Purchase Price. The Purchase Price for the Stations shall be Ninety Thousand Dollars (\$90,000) to be paid at Closing as stated in subparagraph (d) below.

b. Deposit. Concurrently with the execution hereof Buyer shall pay to Radio Assist Ministry, Inc., as Seller's agent, a non-refundable deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500).

c. Application. Within ten (10) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").

d. Closing. Within ten (10) days after approval of the Assignment Application Closing shall occur. At Closing, IHR shall (i) pay Two Thousand Five Hundred Dollars (\$2,500) to Seller or its designee; and (ii) execute and deliver a Promissory Note (in the form of Exhibit I hereto) and a Security Agreement (in the form of Exhibit II hereto) in favor of Seller or its designee in the amount of Eighty Five Thousand Dollars (\$85,000) payable in full, plus interest, on the One Hundred and Sixtieth day (160<sup>th</sup>) after Closing. Simultaneously, Seller shall deliver to Buyer written assignments of the licenses of the stations and one or more bills of sale and/or instruments as required by Buyer or its counsel to effectuate all transactions required by this Agreement.

2. Exclusivity and Confidentiality. The parties agree that from the date hereof and so long as this agreement is valid and binding, neither Seller nor any of its employees or agents shall seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Stations. 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 that are the subject of this Agreement.

4. Representations and Warranties of Seller.

a. Governmental Licenses. Schedule A includes a true and complete list of the Licenses. Seller has delivered to Buyer true and complete copies of the Licenses (including any amendments and other modifications thereto). In addition, Seller has delivered to Buyer copies of the current Special Temporary Authorizations for the operations of both Stations (for Station K236AF, File No. BLSTA-20040702AFQ, granted July 19, 2004; and for Station K295AH, File No. BLSTA-20040702AFR, granted July 19, 2004). Seller is the authorized legal holder of the Licenses. The Licenses listed on Schedule A comprise all of the licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct of the business and operations of the Station in the manner and to the full extent they are now conducted, and none of the Licenses is subject to any restriction or condition not disclosed therein that would limit the full operation of the Station as now operated. To Seller's knowledge, the Licenses are in full force and effect, and the conduct of the operations of the Stations is in accordance therewith in all material respects. Seller has no reason to believe that any of the Licenses would not be renewed by the FCC or other granting authority in the ordinary course. Seller neither has knowledge after a good faith investigation nor has reason to believe that either of the Stations receives or causes interference to co-channel or adjacent channel stations in violation of the FCC's Rules, or is the subject of displacement by an application from a full-power FM station or by a petition for rulemaking to allocate a new full-power FM channel. To Seller's knowledge, there are no FCC enforcement proceedings or investigations ongoing pertaining to the Stations and Seller has no knowledge of or

reason to believe that any such proceedings or investigations are pending or threatened against the Stations. To Seller's knowledge, all of the Stations' regulatory fees have been paid and that Seller is not in violation of the so-called FCC "Red Light" policy.

b. *Leased or Licensed Real Estate.* Schedule B contains a complete and accurate copies of the agreements under which the Stations may utilize their respective transmitter sites (the "Leased Real Property"). Said agreements are in full force and effect and are valid, binding and enforceable, except as such enforceability may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies. There is not under said agreements any material default by Seller thereunder or, to Seller's knowledge, by any other Party thereto. The Leased Real Property includes all the real property, easements, rights-of-way, and other real property interests necessary for Buyer to operate the transmitters of the Stations as at present. Seller has full legal and practical access to the Leased Real Property. Seller does not own any real property used in connection with the Stations.

c. *Title and Condition of Tangible Personal Property.* Schedule C lists all material items or groups of items of Tangible Personal Property. The Tangible Personal Property listed on Schedule C comprises all material items of tangible personal property necessary to conduct the operations of the Stations as now conducted. Except as described in Schedule C, Seller owns and has good title to each item of Tangible Personal Property, and none of the Tangible Personal Property owned by Seller is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance. Each item of Tangible Personal Property is available for immediate use in the business and operations of the Station. All items of translator equipment included in the Tangible Personal Property (i) are in good operating condition, normal wear and tear excepted, and have been maintained in a commercially reasonable manner, and (ii) will permit the Stations to operate in substantial accordance with the terms of the FCC Licenses and the rules and regulations of the FCC, and with all other applicable federal, state, and local statutes, ordinances, rules, and regulations.

5. Transfer Fees and Taxes. 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 Stations.

6. Notices. All notices required or permitted to be given hereunder shall be in writing and shall effective when sent by registered or certified mail, postage and fees prepaid at the addresses listed below.

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 the 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


California. 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.

**THE ASSOCIATION FOR COMMUNITY  
EDUCATION, INC.  
2301 Ponderosa Dr.  
Suite 28  
Camarillo, CA 91405**

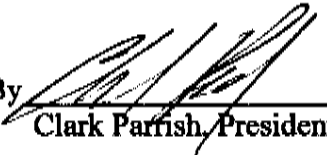
By:   
Phil Guthrie  
President

**IHR EDUCATIONAL BROADCASTING, INC.  
PO Box 180  
Tahoma, CA 96142**

By:   
Douglas M. Sherman  
President

With respect to its obligations under Paragraph 1 hereof:

**RADIO ASSIST MINISTRY, INC.  
P. O. Box 5459  
Twin Falls, Idaho 83301**

By:   
Clark Parrish, President