

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 30<sup>th</sup> day of September 2006 by and between Professional Antenna, Tower and Translator Service a sole proprietorship ("PATTS"), 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 for communities throughout the United States, including the application for a new FM translator station in Gunnison Colorado Facility ID 151542, which application has been granted a Construction Permit (CP) by the FCC:

WHEREAS, PATTS would like to obtain the RAM CP; 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 the Permit to PATTS and PATTS hereby agrees to accept the Permit as follows:
  - (a) Purchase Price. The Purchase Price for the construction permit shall be Five-Thousand Dollars (\$5,000.00).
  - (b) Deposit. Concurrent with the execution hereof, PATTS shall pay to RAM a non-refundable deposit in the amount of Two-Thousand Five Hundred (\$2,500.).
  - (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 Permit from RAM to PATTS.

Closing. PATTS will pay the remaining Purchase Price at close after approval of the Assignment Application for the Permit, whereupon RAM will provide to PATTS an instrument of conveyance suitable to PATTS for the Permit.

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. PATTS represents warrants and covenants to RAM 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. PATTS 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 RAM CP.
5. 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.

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.

**Professional Antenna,  
Tower and Translator Service**  
12469 64.50 Road  
Montrose, CO 81401

By   
Alan Greager, Owner

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

By   
Clark Parrish, President