

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 14th day of December, 2009 by and between the KMIH.Org Radio Booster Club, *a Washington non-profit corporation* ("Buyer") and Northwest Indy Radio, *a Washington non-profit corporation* ("Seller").

Recitals

WHEREAS, Seller is the holder and licensee of FM Translator station K233BU, White Center, Washington (FCC facility ID number 149900);

WHEREAS, Buyer would like to acquire the seller's license for said Translator Station K233BU; and

WHEREAS, prior Federal Communications Commission (FCC) approval for the transaction 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 license for FM Translator Station, known as K233BU, White Center, WA. as follows:

- (a) Purchase Price. The Purchase Price for the license shall be Fifty-Thousand (\$50,000.00) Dollars, payable within five (5) business days of grant of Assignment by the FCC.
- (b) Application. Within five (5) business days after the execution of this Agreement, the parties shall jointly file an application assignment with the FCC (the "Assignment Application")
- (c) Closing. Seller will provide to Buyer at closing an instrument of conveyance suitable to Buyer transferring ownership of the license for the Translator Station.

2. Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers from third parties to buy the license for the Translator Station. 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 which are subject to this Agreement.

4. 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 FCC fees associated with the Assignment of the license.

5. Seller Representations: Seller represents, warrants and covenants that K233BU is properly licensed with the FCC without any liens or encumbrances.

6. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended only in writing by an instrument duly executed by both parties. 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 entities 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.

KMIH.Org Radio Booster Club
1606 42nd Ave. S.W.
Seattle, WA. 98116

By: _____
John Van Oppen, President _

Northwest Indy Radio
2708 Hampton Court SE
Olympia, Washington 98501

By: _____
Stephen P. Lepisto, President