## **OPTION AGREEMENT**

THIS OPTION AGREEMENT ("Agreement") is made and entered into as of the 22nd day of March 2004 by and between Horizon Christian Fellowship, a California not-for-profit corporation ("HCF"), and Radio Assist Ministry, Inc. a Idaho not-for-profit corporations ("RAM").

## Recitals

RAM has applied for construction permits to be issued by the FCC for FM translator stations for communities throughout the United States, including applications for new FM translator stations (the "Singletons" or a "Singleton") as listed in exhibit "A" which ten (10) applications in the FCC's database appear to as being clear of mutually-exclusive FM translator and full power FM stations and applications under the FCC's technical rules.

HCF would like to obtain the Singletons or comparable FM translator(s) construction permit(s) granted to RAM upon approval of construction permit(s) for such facilities by the FCC. HCF would like to operate an FM radio station. HCF would be responsible for any applicable sales tax.

#### **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 Singleton Options. RAM hereby grants to HCF options (the "Singleton Options") to purchase the ten (10) Singleton FCC construction permits as listed in exhibit "A", or substitute Singletons agreed to by the parties, subject to the following terms and conditions:
  - (a) The deposit for all of the Singleton Options shall be 36% of the amount indicated in the attached addendum payable at the signing of this agreement.
  - (b) The Purchase Price for each construction permit for a Singleton shall be the remaining balance of the option(s) selected and received.
  - (c) The term of the Singleton Options will begin, for a particular Singleton, on the date of FCC grant of the construction permit for such Singleton and shall expire 30 days after notice of such grant to HCF (the "Singleton Options Term") or a "Singleton Option Term").

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- (d) Upon notice of exercise of the Singleton Option(s), or any of them, which shall be provided by HCF to RAM in writing at the address indicated below, the parties should jointly file one or more assignment applications with the FCC (the "Singleton Assignment Applications" or a "Singleton Assignment Application").
- (e) HCF will pay the remaining Purchase Price for each Singleton within ten (10) days after approval of a Singleton Assignment Application, whereupon RAM will provide to HCF an instrument of conveyance suitable to HCF for each Singleton conveyed.
- 3. Exclusivity and Confidentiality. The parties agree that during the Singleton Options Term neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, any of the (10) ten aforementioned Singletons. 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.
- 4. <u>Guarantee.</u> RAM agrees that any Singleton as listed in exhibit "A" of this agreement acquired by HCF from RAM that HCF is unable to feed through a terrestrial source that such acquisition cost will be subject to refund or exchange at HCF's option. The refund will be equal to the dollar amount paid or the exchange will be equal to the population amount.
- 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 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.
- 6. <u>Default</u> It is agreed that if the option transfer(s) do not consummate fully due to something other than the seller's or buyer's breach that the individual transaction(s) is null and void and all option deposits must be repaid with interest (3%) from the date of the deposit within one year.

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.

HORIZON CHRISTIAN FELLOWSHIP, INC.

5331 Mt. Alifan Drive San Diego, California 92111

By Muhuel Mu John 3/2/04 Mike MacIntosh, President

RADIO ASSIST MINISTRY, INC.

P. O. Box 2244

Running Springs, California 92382

Clark Parrish, Presiden

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3/22/04

						<b>V</b>		Value Checked
Radio Assist								1
Ministry Inc.	CA	Bakersfield	193	978	102157	278	978	3 Yes
Radio Assist								5 . 55
Ministry Inc.	CA	Baywood-Los Osos	12180	22411	25739	229	18,128	7 Yes
Radio Assist								7
Ministry Inc.	CA	Cambria	5863	6436	6884	239	6,262	5 Yes
Radio Assist							-,	0 100
Ministry Inc.	CA	Lake Isabella	750	5758	10108	240	4,342	3 Yes
Radio Assist							-,	0 100
Ministry Inc.	CA	Lompoc	27833	37334	38735	225	32,934	10 Yes
Radio Assist								
Ministry Inc.	CA	Madera	51878	59444	64992	252	57,048	15 Yes
Radio Assist							<b>;</b>	
Ministry Inc.	CA	San Luis Obispo	43788	55676	62970	243	51,556	14 Yes
Radio Assist								
Ministry Inc.	CA	Santa Maria	4998	45751	85040	243	35,197	11 Yes
Radio Assist	Ì							
Ministry Inc.	CA	Tehachapi	7021	8448	11243	240	8,433	5 Yes
Radio Assist		-						0.00
Ministry Inc.	CA	Wofford Heights	11306	14814	16142	270	13,392	6 Yes
			165810	257050	424010		228,268	79
							Disc	
				70 /				
		Pay 36% Down	25,200				/	98 K



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## Recitals

RAM has applied for construction permits to be issued by the FCC for FM translator stations for communities throughout the United States, including applications for new FM translator stations (the "Singletons" or a "Singleton") as listed in exhibit "A" which eight (8) applications in the FCC's database appear to as being clear of mutually-exclusive FM translator and full power FM stations and applications under the FCC's technical rules.

HCF would like to obtain the Singletons or comparable FM translator(s) construction permit(s) granted to RAM upon approval of construction permit(s) for such facilities by the FCC. HCF would like to operate an FM radio station. HCF would be responsible for any applicable sales tax.

## **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. <u>The Singleton Options</u>. RAM hereby grants to HCF options (the "Singleton Options") to purchase the eight (8) Singleton FCC construction permits as listed in exhibit "A", or substitute Singletons agreed to by the parties, subject to the following terms and conditions:
  - (a) The deposit for all of the Singleton Options shall be 50% of the amount indicated in the attached addendum payable at the signing of this agreement.
  - (b) The Purchase Price for each construction permit for a Singleton shall be the remaining balance of the option(s) selected and received.
  - (c) The term of the Singleton Options will begin, for a particular Singleton, on the date of FCC grant of the construction permit for such Singleton and shall expire 30 days after notice of such grant to HCF (the "Singleton Options Term" or a "Singleton Option Term").

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- (d) Upon notice of exercise of the Singleton Option(s), or any of them, which shall be provided by HCF to RAM in writing at the address indicated below, the parties should jointly file one or more assignment applications with the FCC (the "Singleton Assignment Applications" or a "Singleton Assignment Application").
- (e) HCF will pay the remaining Purchase Price for each Singleton within ten (10) days after approval of a Singleton Assignment Application, whereupon RAM will provide to HCF an instrument of conveyance suitable to HCF for each Singleton conveyed.
- 3. Exclusivity and Confidentiality. The parties agree that during the Singleton Options Term neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, any of the (8) eight aforementioned Singletons. 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.
- 4. <u>Guarantee</u>. RAM agrees that any Singleton as listed in exhibit "A" of this agreement acquired by HCF from RAM that HCF is unable to feed through a terrestrial source that such acquisition cost will be subject to refund or exchange at HCF's option. The refund will be equal to the dollar amount paid or the exchange will be equal to the population amount.
- 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 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.
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HORIZON CHRISTIAN FELLOWSHIP, INC.

5331 Mt. Alifan Drive San Diego, California 92111

Mike MacIntosh, President

RADIO ASSIST MINISTRY, INC.

P. O. Box 2244

Running Springs, California 92382

Clark Parrish, President

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	Radio Assist	-	ARLINGTON						
155052	Ministry Inc.	WA	HEIGHTS	249	423	857	1855	857	3
	Radio Assist								
148749	Ministry Inc.	WA	CAMANO	271	3499	7338	15395	7,338	5
	Radio Assist			1					Ū
150416	Ministry Inc.	WA	COLVILLE	235	7420	11565	14706	10,278	6
	Radio Assist								•
155820	Ministry Inc.	WA	GRANDVIEW	295	12759	33094	39867	24,620	8
	Radio Assist			1					•
155057	Ministry Inc.	WA	LONGVIEW	252	42428	65404	77221	56,870	15
	Radio Assist		OCEAN						
154802	Ministry Inc.	WA	SHORES	228	4502	6702	9870	6,394	5
	Radio Assist								•
150431	Ministry Inc.	ID	MOSCOW	287	12386	29003	57381	27,789	9
	Radio Assist								Ŭ
143870	Ministry Inc.	ID	ST. MARIES	223	4221	4858	5978	4,820	3
					87638	158821	· · · · · · · · · · · · · · · · · · ·	138,965	54

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