

## **ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 10<sup>th</sup> day of September 2010 by and between **Spotlight Broadcasting of New Orleans, LLC**, a Louisiana LLC ("Buyer") 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 in communities throughout the United States, including the application for the FM translator station as indicated on the attached addendum "A", which application has been granted a License by the FCC:

WHEREAS, Buyer would like to obtain the RAM License; 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 and Buyer agrees to purchase the License for the FM Translator station as indicated on the attached addendum "A", as follows:
  - (a) **Purchase Price.** The Purchase Price for the License shall be as indicated on the attached addendum "A" payable in immediately available funds.
  - (b) **Deposit.** Concurrently with the execution hereof Buyer shall pay to RAM a non-refundable deposit in the amount as indicated on the attached addendum "A".
  - (c) **Application.** Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
  - (d) **Closing.** Buyer will pay the approval deposit within ten (10) business days after approval of the Assignment Application by the FCC and then the monthly payments as detailed in Addendum "A", whereupon RAM upon receipt of all payments will provide to Buyer an instrument of conveyance suitable to Buyer for the License.

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 to buy from, third parties, respectively, the License. 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 authorization which is the subject of 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 and engineering fees associated with the purchase and modification of the License.
5. Alternative Facilities. Should the Commission fail to grant the License or modification application specified herein, alternative comparable facilities may be substituted by the mutual written agreement of the parties hereto, or a full refund of the deposit is due buyer within thirty (30) days of such final denial by the FCC.
6. Broker Fee. Upon grant by the FCC of the assignment application and close by buyer, buyer shall pay the sum of \$2,150.00 to CMS Station Brokerage within ten (10) days after close as defined in section 1 (d).
7. Buyer's Guaranty and Promise Buyer and/or its assigns agree that at no time for a period of ten (10) years shall buyer broadcast with this station in or near the New Orleans or Port Sulphur area on channel 248. Buyer's planned channel of choice is channel 250.
8. 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 Louisiana. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Louisiana. 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.

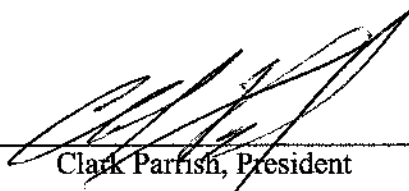
**THE NEXT PAGE IS THE SIGNATURE PAGE**

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.

**Spotlight Broadcasting of New Orleans, LLC.**  
1000 Veterans Boulevard # 204  
Metairie, Louisiana 70005

By:   
Patrick Andras, Managing Member

**Radio Assist Ministry, Inc.**  
PO Box 5459  
Twin Falls, Idaho 83303

By:   
Clark Parfith, President

**ADDENDUM A**

**Licensed**

| Location, Facility ID Number                       | Total    | Deposit | Upon FCC Approval  | License Status |
|--|----------|---------|--|----------------|
| Slidell, Louisiana (FIN:147981)                    | \$43,000 | \$3,000 | \$15,000 and then Ten (10) monthly payments of Two-Thousand Five Hundred Dollars (\$2,500) each. | Granted        |
| No equipment is to convey with these transactions! |          |         |  |                |
|  |          |         |  |                |
|  |          |         |  |                |
|  |          |         |  |                |