

## **ASSIGNMENT AGREEMENT**

**This Assignment Agreement** (this “Agreement”) is made and entered into as of the 27th day of August 2009 by and between **Dockins Broadcast Group, LLC** a Missouri corporation (“Buyer”), and **Horizon Christian Fellowship**, a California not-for-profit corporation (“HBN”).

### **Recitals**

**WHEREAS** HBN is the FCC licensee of the FM translator stations identified on the attached Addendum A (the “Stations”); and

**WHEREAS**, Buyer would like to obtain the Stations; and

**WHEREAS**, Prior FCC approval 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, HBN agrees to assign and Buyer agrees to purchase the Stations on the following terms:

(a) Purchase Price. The Purchase Price for the Stations 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 HBN 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 Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) within ten (10) business days after the date on which the FCC approves the assignment of the Stations from Seller to Buyer has been granted. Upon Closing, HBN will provide to Buyer an instrument of conveyance suitable to Buyer for the Stations.

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 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 which are 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, engineering amendments, assessments or FCC fees associated with the purchase of the Stations.

5. Alternative Facilities. Should the Commission refuse to approve the assignment of the Stations, alternative comparable facilities may be substituted by mutual written agreement of the parties hereto, or a full refund of the deposit will be paid to Buyer within ten (10) days after dismissal or denial of the assignment application becomes final as a matter of law.

6. 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 California. 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.

**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.

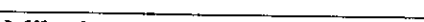
**Dockins Broadcast Group, LLC**  
900 East Karsch Blvd.  
Farmington, Missouri 63640

By

  
Fred M. Dockins, President

**Horizon Christian Fellowship, Inc.**  
5331 Mt. Alifan Drive  
San Diego, California 92111

By

  
Mike MacIntosh, President

**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.

**Dockins Broadcast Group, LLC**  
900 East Karsch Blvd.  
Farmington, Missouri 63640

By \_\_\_\_\_  
Fred M. Dockins, President

**Horizon Christian Fellowship, Inc.**  
5331 Mt. Alifan Drive  
San Diego, California 92111

By Mike MacIntosh, President  
Mike MacIntosh, President

## **ADDENDUM A**

### **License**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>Status</b>
Malden, Missouri (FIN: 152459)	\$11,250	\$1,250	\$10,000	Licensed