

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into of the 24th day of September, 2014 by and between Northeast Gospel Broadcasting, Inc. of Buskirk, New York ("Assignor") and Delaware County Sounds Of Life of Kent, Connecticut ("Assignee.")

### Recitals

WHEREAS, Assignor is FCC licensee of FM translator station ~~W297AL~~ <sup>W279AL</sup> licensed by the FCC at Catskill, New York; FCC Facility ID 140583 (the "Translator"); and

WHEREAS, Assignee wishes to obtain said facility; and

WHEREAS, prior FCC approval is required for the transactions contemplated hereunder.

### 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:

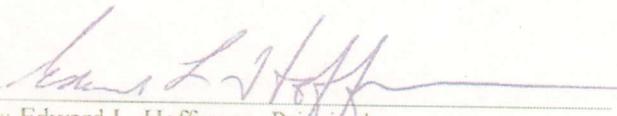
1. Assignment. Subject to the conditions contained herein, Assignor agrees to assign and Assignee agrees to purchase the Translator and equipment listed in Schedule 1 hereto.
2. Purchase Price. The purchase price for the Translator shall be Ten Thousand Dollars and No Cents (\$10,000.00) payable at closing.
3. FCC Applications Within ten (10) days after the execution of this Agreement, the parties shall jointly file an application for assignment of the Translator license with the FCC ("Assignment Application.") Assignor also agrees to accommodate Assignee by filing a minor change application at Assignee's expense if requested.
4. Closing. Within ten (10) days after Final Order of FCC approval of the Assignment Application, Assignee shall pay the purchase price to Assignor, and Assignor shall provide Assignee an instrument of conveyance suitable to Assignee for the Translator FCC license and equipment listed in Schedule 1.
5. 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 Translator license or equipment. 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.
6. FCC Qualifications. Assignee represents and warrants that it is qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement. Assignor represents that it has full authority to assign the FCC license for the Translator and convey the equipment listed in Schedule 1.

7. 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 in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement shall be construed and enforced under the laws of the State of New York. Venue for any action brought to enforce this Agreement is in the federal or state courts located in the State of New York. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received legal authority to sign this Agreement and to legally bind their respective corporations and/or 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.

ASSIGNEE:

Delaware County Sounds Of Life  
171 Segar Mountain Rd.  
Kent, Connecticut 06757-1707

 9/25/14  
By: Edward L. Hoffmann, Principal

ASSIGNOR:

Northeast Gospel Broadcasting, Inc.  
65 King Rd.  
Buskirk New York 12028-0036

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By: Brian A. Larson, President

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By: Edward L. Hoffmann, Principal

ASSIGNOR:

Northeast Gospel Broadcasting, Inc.  
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 9/24/2014  
By: Brian A. Larson, President