

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 15 day of January 2010 by and between **Appaloosa Broadcasting, Inc.** a Delaware corporation ("ABI"), 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 a FM translator station as indicated on the attached addendum "A", which application has been granted a License by the FCC:

WHEREAS, ABI would like to obtain the RAM License and lease; and

WHEREAS, Prior FCC approve 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 Assignments.** Subject to the conditions contained herein, RAM agrees to assign and ABI agrees to purchase the RAM License (Addendum "C") and acquire the lease (Addendum "B") 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 ABI shall pay 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 applications for assignment with the FCC (the "Assignment Applications").
 - (d) **Closing.** ABI will pay RAM the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) as indicated on Addendum "A" after approval of the Assignment Applications, whereupon RAM upon


receipt of all payments will provide to ABI an instrument of conveyance suitable to ABI for its 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. ABI represent warrants and covenants that they are qualified to be Commission licensee and to hold the FCC authorization which is the subject of this Agreement.
4. Transfer Fees and Taxes. ABI shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, FCC and engineering fees associated with the purchases of the License.
5. Alternative Facilities. Should the Commission fail to grant the assignment of the License 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 ABI 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 ABI, RAM shall pay the sum of \$1,400.00 to CMS Station Brokerage within ten (10) days after close as defined in section 1 (d).
7. Assignment of Lease. Buyer agrees to assume the current lease of RAM's. Assumption and assignment of the lease documents will be executed between the parties and the lease landlord upon FCC approval of this transaction. Said lease is attached as addendum "B".
8. Use of Station ABI shall be allowed to commence broadcast on said translator during the assignment period under the following circumstances i) if applicable, a construction permit (CP) is approved by the FCC at ABI's chosen tower site, ii) ABI's requested rebroadcast primary complies with the rules and regulations of the FCC.
9. Modification of Construction Permit (CP) RAM agrees to allow the modification of the CP during the assignment period at ABI's expense.
10. 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

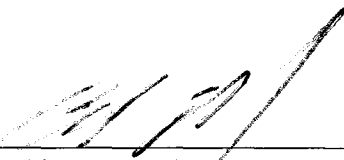
under the laws of Wyoming. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Wyoming. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

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.

Appaloosa Broadcasting, Inc.
288 South River Road
Bedford, New Hampshire 03110

By: 
~~Steven Silberberg, President~~

Radio Assist Ministry Inc.
P. O. Box 5459
Twin Falls, Idaho 83303

By: 
Clark Parrish, President

ADDENDUM A

License

Location, Facility ID Number	Total	Deposit	Balance	License Status
Radio Assist Ministry, Inc. Laramie, Wyoming (FIN: 154899)	\$28,000	\$6,000	\$22,000 as indicated by the below schedule	Granted
NO EQUIPMENT IS ASSOCIATED WITH THIS TRANSACTION OTHER THAN THE PARTIES SHALL SHARE THE TRANSMIT ANTENNA, COMBINER AND COAX.				
Payments of \$2,000 per month to commence on February 1, 2010 and every month thereafter until paid in full. Eleven (11) payments!				

ADDENDUM B

Copy of Lease

TOWER LEASE

This Lease Agreement (this "Lease") is dated February 7, 2007, by and between John T Roberts III and Lois M Roberts, dba J & L Leasing ("Landlord"), and Radio Assist Ministry, Inc. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant space on the tower for the placement of equipment and the building space necessary to install transmitters for its broadcast operations. Tower space is at approximately 60 feet above the ground for the installation of RX antenna: Scala CL-FMRX (combining with TX antenna installed by Edgewater Broadcasting, Inc.), and the space necessary for coaxial feed lines and electrical feed and switching. (the "Premises") located at 225 N Pilot Hill (aka Sherman Hill 8821), Albany County, Wyoming.

LEGAL DESCRIPTION. The legal description for the premises is: Township 15 North, Range 72 West, SE 1/4 NE 1/4 of section 10, 6th PM.
North Latitude 41 17' 17" West Longitude 105 25' 42"

TERM;RENEWAL. The term of this lease shall be for a period of five (5) years commencing upon build or by July 1, 2007, whichever comes first, and terminating on June 30, 2012. The Lease shall automatically renew for three (3) five-year periods (plus 2% annual increase) unless Tenant or Landlord provides notice in writing to the other party of its intention not to renew the Lease at least sixty (60) days before the termination of the existing five (5) year Lease term.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$150.00 (plus 2% annual increase), payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 1418 Bradley Ave, Cheyenne, WY 82001, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Tenant will use the premises for the following business purposes: installation, maintenance, operation of a broadcast transmitter and for purposes reasonably related to the main use. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

INTERFERENCE. The installation and operation of Tenant's Equipment shall create no interference with a broadcasting activity, or interference including electrical, with any existing

operation of Landlord, or any existing on-site microwave units. If the installation and operation of Tenant's equipment acts to create such interference, Tenant shall take immediate steps to remedy the situation and be responsible for all costs associated therewith. If interference with the operation of equipment of Landlord or any on-site equipment can be eliminated only by changing the location of Tenant's Equipment, Tenant shall have the right, at its own cost and expense, to move the Equipment as necessary to avoid such interference.

USE AND CARE OF PROPERTY. The building and tower are occupied by additional users; the Tenants shall confine use to space in the building and on the tower as assigned. The Tenant shall not move, adjust or change other Tenants equipment in any way. Tenant shall clean and remove any packing materials, unused parts or other debris and dirt brought into the site in the course of their occupancy. All doors shall be locked when the Tenant is not physically present. Landlord shall keep building and tower in good occupiable and usable condition. Upon termination of agreement the Tenant shall remove all antennas, coax and other equipment.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

TERMINATION AND SURRENDER. Either party may terminate this Lease, without further liability, upon thirty (30) days notice to the other upon the following:

Loss of Permit/License/Ground Lease/Other Authority. In the event a party hereto does not obtain or maintain throughout the Term of this Lease all such governmental permits and/or licenses and approvals including, Federal Communications (FCC) licenses, Federal Aviation Association (FAA) permits and all other permits or licenses or approvals as may be required for the improvement and operation of the Site. In this regard, Landlord shall cooperate with Tenant in making application for and obtaining all licenses, permits and any other approvals that may be required for Tenant's intended use of the Premises.

Interference. In the event Tenant determines that it shall be unable to use the Premises for its intended use because of governmental action, such as through the exercise of eminent domain, or in the event of the failure, interruption, impairment or degradation of the radio frequency required for Tenant's wireless communications operations or the ability of Tenant to send or receive radio signals due to interference including other Tenant's, licensees, which has not been eliminated or cured within ten (10) business days of notice thereof.

Default. This Lease, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default or any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default.

Bankruptcy. In the event Tenant shall make an assignment for the benefit of creditors, or be placed in receivership or be adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, either party, may upon such assignment, terminate this Lease.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times.

UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

USDA FOREST SERVICE SITE USE FEES: Tenant shall be billed annually for their portion of this fee, unless Tenant submits proper documentation to support a waiver of Special Use Permit fees.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall

not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

John T Roberts III and Lois M Roberts, dba J & L Leasing
1418 Bradley Avenue
Cheyenne, WY 82001-4808

TENANT:

Radio Assist Ministry, Inc.
P.O. Box 5459
Twin Falls, ID 83303

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Wyoming.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other

agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

John T Roberts III and Lois M Roberts, dba J & L Leasing

By: [Signature] Date: Feb 7, 2007
John T Roberts III,
Partner

TENANT:

Radio Assist Ministry, Inc.

By: [Signature] Date: 2/6/07
Radio Assist Ministry, Inc.
Radio Assist

ADDENDUM C

Copy of License



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

EDGEWATER BROADCASTING, INC.
PO BOX 5725
TWIN FALLS ID 83303

Ann Hardy
Penelope A. Dado
for Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 152253

Call Sign: W263BR

License File Number: BLFT-20070524AEU

Grant Date: June 26, 2007

This license expires 3:00 a.m.
local time, April 01, 2012.

This license covers permit no.: BMPFT-20070521AIN

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: EDGEWATER BROADCASTING, INC.

Principal community to be served: GA-DOUGLAS

Primary Station: WABR (FM) , Channel 216, TIFTON, GA

Via: Direct - off-air

Frequency (MHz): 100.5

Channel: 263

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 31 deg 30 min 46 sec

West Longitude: 82 deg 51 min 19 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.075 kW

Antenna type: (directional or non-directional): Non-Directional
Description: SWR FM1

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.03	0.03
Height of radiation center above ground (Meters):	26	26
Height of radiation center above mean sea level (Meters):	106	106

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 29 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***