

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 13th day of December 2008 by and between Auburn Network, Inc, an Alabama Corporation ("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 a 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 Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) as agreed to by the parties after approval of the Assignment Application, whereupon RAM 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 authorizations 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, engineering work-ups, amendments or FCC fees associated with the purchase of the license.
5. Alternative Facilities. Should the Commission fail to grant to buyer 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 buyer within thirty (30) days of such final denial by the FCC.
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 Alabama. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Alabama. 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.

Auburn Network, Inc.

PO Box 950

Auburn, Al 36831-0950

By: 

Mike Hubbard, 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	At Closing	Status
Union, Georgia (FIN: 141671)	\$30,000	\$5,000	\$25,000	Licensed
No Equipment!				
Buyer agrees to return equipment!				