

AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of the 2nd day of April 2013 by and between **Ramar Communications, Inc.**, a Delaware corporation ("Buyer"), and **World Radio Link, Inc.**, an Idaho corporation ("WRL").

Recitals

WHEREAS, WRL has an authorization issued by the Federal Communications Commission ("FCC" or "Commission") for an FM translator station (the "Station") as indicated on the attached addendum "A" (as now held, and as to be modified pursuant to this Agreement, the "Assets" or "License");

WHEREAS, Buyer would like to obtain the License from WRL and WRL would like to assign the License to Buyer; and

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

Agreement

NOW THEREFORE, 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, WRL agrees to assign and Buyer agrees to purchase the License.
 - a. Purchase Price. The Purchase Price for the License shall be payable as indicated on the attached addendum "A" in immediately available funds.
 - b. Deposit. Seller acknowledges prior receipt from Buyer of a deposit in the amount as indicated on the attached addendum "A" (the "Deposit").
 - c. FCC Applications and License Modifications. The parties agree that within five (5) business days after the initial grant by the FCC of a construction permit to Seller authorizing operation of the Station from a transmitter site located at the Buyer's owned tower, located at 101st Street and University Avenue, Lubbock, Texas, Antenna Structure Registration Number 1248244 (the "Lubbock Tower"), they shall jointly file an FCC Form 345 Application for

Assignment with the FCC (the "Assignment Application"). For the avoidance of any doubt, the build out of the translator at the Lubbock Tower is not a condition precedent to the filing of the Assignment Application.

- (a) Closing. Buyer will pay the Purchase Price (less the Deposit previously paid to WRL) within five (5) business days after the FCC's approval of the Assignment Application, whereupon WRL will provide to Buyer such instruments suitable to Buyer for the conveyance of the Assets to Buyer. The parties agree that upon such approval, the transaction will close within five (5) business days.
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, FCC fees, transfer taxes, sales taxes or other taxes and assessments associated with the purchase of the Assets.
5. Termination.
 - a. By WRL. In the event of a failure by Buyer to close this transaction due to its default, the Deposit shall constitute any and all liquidated damages as a result of such default and shall be permanently forfeited to WRL in full satisfaction of all obligations and liability of Buyer to WRL for such default.
 - b. By Buyer. This Agreement may be terminated by Buyer, in its discretion, in the event of (i) a failure by WRL to close this transaction due to its default, or (ii) a failure of the FCC to grant the required FCC approval to assign the Station to Buyer within six (6) months from the date the Assignment Application is filed. In the event of a termination as provided in this Paragraph 5(b), then the Deposit shall be returned to Buyer within ten (10) business days of such final denial or failure.
6. Notice. All notices and other communications under this Agreement will be in writing and will be deemed given (i) the same day if delivered personally

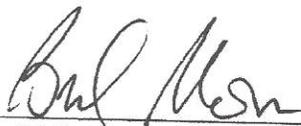
or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices will be delivered to the parties at the addresses listed on the signature page of this Agreement.

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 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 Texas. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Texas. 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.

[Signature Page Follows]

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.

Ramar Communications, Inc.
9800 University Avenue
Lubbock, Texas 79423

By: 
Brad Moran, President

World Radio Link, Inc.
P. O. Box 5429
Twin Falls, Idaho 83303

By: 
Clark Parrish, Director

ADDENDUM A

Assets

Location, Facility ID Number	Total	Deposit	At Closing	License Status
Littlefield, Texas (FIN: 154939)	\$27,500	\$5,000 – Received	\$22,500	Modification Permit Granted