

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 6th day of April 2005 by and between Salt & Light Communications, Inc. ("SLC") and American Family Association, Inc. ("AFA").

Recitals

WHEREAS, SLC holds a Construction Permit issued by the Federal Communications Commission ("FCC") for WVSO, a new FM Broadcast Station on Channel 202 at South Vienna, Ohio (Facility ID Number 92040) (the "Permit" or the "Station");

WHEREAS, would like to obtain the Permit and SLC would like to donate Permit to AFA; and

WHEREAS, Prior approval by the FCC is required. for the assignment of the Permit.

Agreement

SLC agrees to assign the Permit as a gift to AFA and AFA agrees to accept the Permit.

Application. Within ten (10) days of the execution hereof, the parties shall jointly file an assignment application with the FCC seeking FCC consent to the assignment of the Permit from SLC (the "Assignment Application").

Closing. AFA and SLC shall consummate the gift within ten (10) days after approval of the Assignment Application for the Permit.


Construction. Between the date hereof and Closing, AFA may cooperate with and assist SLC in the construction of WVSO, including negotiating for and securing a tower lease or tower site. Should the FCC not grant the Assignment Application SLC shall reimburse AFA for costs and expenses associated with its assistance to SLC in the construction of the Station. Notwithstanding the foregoing, AFA's assistance to SLC shall in no way grant AFA the right to operate or control the Station prior to Commission approval and Closing of the Assignment Application.

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 the State of Mississippi. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Mississippi. This Agreement may be executed in counterparts.

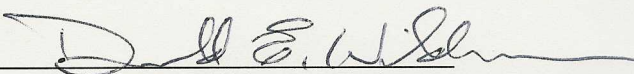
Christian Conciliation. Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. Judgment upon an arbitration may be entered in any court otherwise having jurisdiction.

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.

Salt & Light Communications, Inc.

By 
Larry Durham, President

American Family Association, Inc.

By 
Donald E. Wildmon, Chairman