

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 30th day of September 2012 by and between **Agnus Dei Communications, Inc.**, a South Dakota not-for-profit corporation ("Buyer") and **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("EBN").

Recitals

WHEREAS EBN 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 the 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 EBN 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, EBN agrees to assign and Buyer agrees to acquire 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 EBN 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 shall pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) as indicated in Addendum "A" within ten (10) days after FCC approval of the Assignment Application, whereupon EBN upon buyer's satisfaction of its financial

obligation to EBN will provide 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 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, transfer taxes, sales taxes or other taxes, engineering fees, assessments or FCC fees associated with the purchase of the License.
5. Engineering, Equipment & Installation Costs. Buyer shall be solely responsible for any and all engineering fees, equipment and/or interim and final step construction costs associated with the purchase and/or move of this station.
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 South Dakota. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of South Dakota. 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.

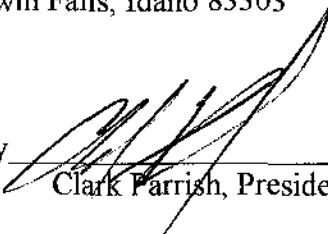
THE NEXT PAGE IS THE SIGNATURE PAGE

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.

Agnus Dei Communications, Inc.
6300 South Old Village Place Suite 203
Sioux Falls, South Dakota 57108

By: 
Kevin Culhane, President

Edgewater Broadcasting, Inc.
P. O. Box 5725
Twin Falls, Idaho 83303

By: 
Clark Parrish, President

ADDENDUM A

Licensed

Location, Facility ID Number	Total	Deposit	At Closing	License Status
Brookings, South Dakota (FIN: 146399)	\$10,000	\$1,000	\$9,000	Granted
No equipment is to convey with this agreement!				