

AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of the 23rd day of March, 2012, by and between **Radio Assist Ministry, Inc.**, an Idaho non-profit corporation ("Seller") and **PMB Broadcasting, LLC**, a Georgia limited liability company ("Buyer").

Background

WHEREAS, Seller holds a license (the "License") issued by the Federal Communications Commission ("FCC") for FM Translator Station W238BK, Facility ID No. 146642, Americus, Georgia (the "Station");

WHEREAS, subject to FCC consent, Seller wishes to sell to Buyer the License and Buyer wishes to purchase the same from Seller;

WHEREAS, the parties hereto previously entered into that certain Asset Purchase Agreement dated October 2011 with respect to the License and the Station, which agreement the parties herein amend and restate; and

WHEREAS, Buyer has previously delivered to Seller as a deposit the sum of Three Thousand Dollars (\$3,000) (the "Deposit").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations and covenants contained herein, the parties, intending to be bound legally, subject to the terms and conditions set forth herein agree as follows:

1. Assignment and Sale of Permits.

(a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to convey, transfer and assign to Buyer at the Closing (as defined in Section 3) all of Seller's right, title and interest in and to the License and such other assets specified in Schedule 1(a). As of the Closing, all of Seller's liabilities with regard to the Station shall have been fully paid and discharged and no creditors of Seller shall have any claim on the License or any other assets of the Station. All assets conveyed to Buyer pursuant to this Agreement shall be free and clear of liens, security interests, claims, charges and encumbrances.

(b) Buyer and Seller agree that the consideration to be paid for the purchase of the Station shall be Twenty-Five Thousand Dollars (\$25,000.00) (the "Purchase Price"), subject to the conditions set forth herein.

(c) Buyer shall assume no obligations or liabilities of Seller or of the Station. Buyer will not assume any leases for transmitter or tower sites.

2. **FCC Consent.** Within five (5) business days of the execution of this Agreement, the parties shall jointly file an application (the "Assignment Application") for FCC consent to the assignment of the License to Buyer (the "FCC Assignment Consent"). Each party shall be responsible for its own costs relating to the preparation of the Assignment Application. Additionally, Buyer and Seller agree to proceed expeditiously and with due diligence to use their best efforts to cooperate with each other in seeking the FCC's approval of the transaction contemplated herewith.

3. **Closing.** Within five (5) business days after grant of FCC Assignment Consent, the parties shall consummate the assignment to Buyer of the License and such other assets specified in Schedule 1(a) (the "Closing"). At the Closing, (a) Buyer shall release the Deposit to Seller, (b) Buyer shall execute and deliver a Promissory Note for the balance of the Purchase Price, which will specify a payment date not later than the first anniversary of the Closing and such other terms as the parties, acting in good faith, shall agree upon, and (c) to secure payment of the Promissory Note, Buyer and Seller shall execute a Security Agreement with such terms as are ordinary and customary for a transaction of this type.

4. **Representations and Warranties.** Each party hereto expressly represents and warrants that it has the full power and authority to enter into and execute this Agreement. Subject only to the FCC Assignment Consent, there is no constraint upon either party's legal ability to perform its responsibilities hereunder. Seller represents and warrants to Buyer that the License has been validly issued by the FCC, that it is in full force and effect, that it constitutes all of the authorizations issued by the FCC in connection with the License and that it is not subject to any restriction or condition, including statutory expiration and cancellation, that would limit the operation of the License, other than such restrictions or conditions to which similar facilities are routinely subject or that are set forth in the License.

5. **Termination.** This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of Buyer and Seller at anytime;
or

(b) by written notice from a party that is not then in material breach of this Agreement if the other party has failed to cure its material breach of any of its representations, warranties or covenants under this Agreement within thirty (30) days after receipt of written notice of such breach from the party not in material breach; or

(c) by written notice of a party to the other party, if the Closing shall not have occurred by the first anniversary from the date of this Agreement, provided, however, that if the Closing shall not have occurred because the FCC Assignment Consent shall not have been granted, this Agreement may not be terminated by a party who materially contributed to the delay in the issuance of the FCC Assignment Consent.

6. **Effect of Termination.**

(a) If this Agreement is terminated by the parties pursuant to Section 5 (a) or (c), then neither party shall have any further liability to the other, and this Agreement shall be deemed null and void and of no further force and effect.

(b) If this Agreement is terminated by Seller pursuant to Section 5 (b), Buyer's sole remedy shall be specific performance. Seller acknowledges that assessment of damages would be difficult or impossible to determine and that specific performance is an appropriate remedy.

7. **Miscellaneous.**

(a) Notices. All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by overnight air courier service (charges prepaid), or personal delivery to the appropriate party at the address specified below (or to such other address which a party shall specify to the other party in writing):

If to Buyer:

James R. Martin
PMB Broadcasting, LLC
1820 Wynnton Road
Columbus, GA 31909

with a copy (which shall not constitute notice) to:

Matthew H. McCormick
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, VA 22209

If to Seller:

Clark Parrish, President
Radio Assist Ministry, Inc.
PO Box 5459
Twin Falls, ID 83303

Each party may change its address for notice purposes by providing written notice in accordance with this Section.

(b) Assignment and Binding Effect. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that Buyer may assign its rights and obligations under this Agreement without the prior consent of Seller to any business entity which owns and controls Buyer, which Buyer owns and controls or which is owned and controlled by the same entity

which owns and controls Buyer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(c) Governing Law. Except to the extent governed by federal law, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia, without regard to the choice of law provisions thereof.

(d) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(e) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiation, memoranda and agreements between the parties with respect to the subject matter hereof, and may not be altered, changed, modified or amended except by a written instrument signed by each of the parties hereto.

(f) No Waiver. No provision or condition of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

(g) Other and Further Documents. The parties hereto agree to execute, acknowledge and deliver, before, at or after the Closing, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement.

(h) Good Faith. All parties hereto shall act with reasonable diligence, and in good faith, in performing and discharging their respective duties and obligations hereunder.

(i) Headings and Cross References. Headings of the sections have been included for convenience of reference only and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross references to sections herein shall mean the section of this Agreement unless otherwise stated or clearly required by the context.

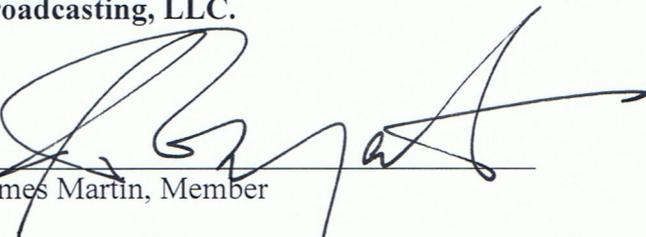
(j) Expenses. Except as otherwise provided herein, each party shall be solely responsible for all fees and expenses each party incurs in connection with the transaction contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith. The Buyer, however, shall be solely responsible for the FCC filing fees associated with this transaction. Taxes shall be paid by the party responsible for payment of such taxes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Radio Assist Ministry, Inc.

By: 
Clark Parrish, President

PMB Broadcasting, LLC.

By: 
James Martin, Member

Schedule 1(a)

List of Assets to be Assigned to Buyer

1. The License,
2. The Station's official records file,
3. The goodwill associated with the Station, and
4. Any engineering studies Seller may have with respect to the Station.