

## **ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 9th day of June 2009 by and between Next Generation Ministries, Intl., an Illinois non-profit corporation ("Buyer"), and Edgewater Broadcasting, Inc., an Idaho not-for-profit corporation ("EB").

### **Recitals**

WHEREAS EB 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 new 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 EB 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, EB agrees to assign and Buyer agrees to purchase the License for a new 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 EB 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) subject to the agreed upon terms within five (5) days after approval of the Assignment Application, whereupon EB 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 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, assessments, engineering fees or FCC fees associated with the purchase of the License.
5. **Alternative Facilities.** Should the Commission fail to grant 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. **Contingency.** The parties agree that the consummation of this agreement is contingent on this Facility ID # 148810, Petersburg, Illinois being moved successfully into the downtown Springfield area on channel 261. It is also agreed to by the parties that buyer shall be responsible for all interim site acquisition, engineering, equipment & temporary installations costs for the move of this station into the Springfield area, and that buyer is responsible for acquiring and entering into a final site lease and for the procurement of equipment & installation costs for the final construction & installation of the station in the Springfield area.
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 Illinois. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Illinois. 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.

**Next Generation Ministries, Intl'.  
5000 Dickey John Road  
Auburn, Illinois 62615**

By:   
William Landers, President NM

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

By:   
Clark Parrish, President

**ADDENDUM A**

**Licensed**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>License Status</b>
W259AZ, Petersburg, Illinois (FIN: 148810)	\$45,000	\$2,500	\$42,500	Granted
No Equipment to be conveyed!				