

ASSIGNMENT AGREEMENT

This Assignment Agreement (this “Agreement”) is made and entered into as of the 20th day of January 2015 by and between **Gopher Communications Company, Inc.**, a Minnesota Corporation (“Buyer”), and **Horizon Christian Fellowship, Inc.**, a California not-for-profit corporation (“Seller”).

Recitals

WHEREAS Seller is the permittee of a construction permit issued by the FCC for FM translator station K291BT, Grand Forks, North Dakota (Facility ID 143360) (FCC File No. BNPFT-20130325AAM) (the “Grand Forks CP”):

WHEREAS, Buyer would like to purchase the Grand Forks CP; and

WHEREAS, prior FCC approval 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, Seller agrees to assign and Buyer agrees to acquire the Grand Forks CP, as follows:

(a) **Purchase Price.** The Purchase Price for the Grand Forks CP shall be as indicated on the attached addendum “A” payable at closing by wire transfer of in immediately available funds.

(b) **Deposit.** Concurrently with the execution hereof Buyer has paid to Seller a deposit in the amount as indicated on the attached addendum “A”. The deposit shall be credited against the purchase price at closing.

(c) In the event the transaction does not close due to an uncured breach by Buyer, Seller shall retain the Deposit as liquidated damages, which shall serve as Seller’s sole remedy. In all other events the deposit shall be non-refundable. In the event the transaction does not close due to an uncured breach by Seller, Buyer shall be entitled to specific performance, which shall serve as Seller’s sole remedy.

(d) **Application.** Within five (5) days after the execution of this Agreement the parties shall jointly prepare and file an application for assignment with the FCC (the “Assignment Application”).

- (e) 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 initial FCC approval of the Assignment Application, whereupon upon buyer's payment of the remainder of the purchase price to Seller, Seller will provide Buyer an instrument of conveyance satisfactory to Buyer conveying the Grand Forks CP to Buyer.
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 Grand Forks CP. 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 legally, financially, and otherwise qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement. Seller represents and warrants that the Grand Forks CP is valid, and that Seller knows of no reason that the Grand Forks CP cannot be conveyed to Buyer.
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 or FCC fees and engineering fees associated with the purchase of the Grand Forks CP.
5. Broker Fee. Upon closing, Buyer agrees to pay World Radio Link, Inc. a One-Thousand Five Hundred Dollar (\$1,500) broker fee for this transaction and Seller shall pay the previously agreed upon broker fee to Calvary Technical Management.
6. Notices which are to be sent by either party pursuant to the terms of this Agreement shall effective as of the first business day after they are sent by overnight national courier service as follows:

If to Buyer, to:

If to Seller, to: John A. Laudadio, CFO
Horizon Christian Fellowship
5331 Mount Alifan Drive
San Diego, CA 92111

with a copy, which shall not constitute notice, to:

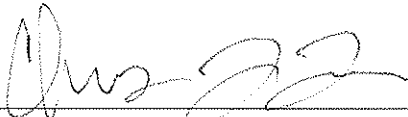
Kathleen Victory
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209

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 constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and 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 North Dakota. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of North 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.

Gopher Communications Company, Inc.
PO Box 620
Crookston, Minnesota 56716

By: 
Christopher J. Fee, President

Horizon Christian Fellowship, Inc.
5331 Mt. Alifan Drive
San Diego, California 92111

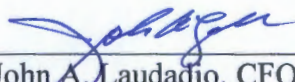
By _____
John A. Laudadio, CFO

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PO Box 620
Crookston, Minnesota 56716

By: _____
Christopher J. Fee, President

Horizon Christian Fellowship, Inc.
5331 Mt. Alifan Drive
San Diego, California 92111

By _____

John A. Laudadio, CFO

ADDENDUM A

Construction Permit

| Location, Facility ID Number | Total | Deposit | At Closing | Construction Permit Status |
|---|--------------|----------------|-------------------|-----------------------------------|
| Grand Forks, North Dakota (FIN: 143360) | \$40,000 | \$4,000 | \$36,000 | Granted |
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