

**AGREEMENT FOR THE
CHARITABLE DONATION OF ASSETS
TO ONE GOD MINISTRY-A GLOBAL CHURCH,
A NON-DENOMINATIONAL CHURCH
FROM WZEZ, INC. dba
EZ 100.5 WZEZ-FM
March 12, 2010**

This Agreement for the Charitable Donation of Assets (the "Agreement"), is made this 12th day of March 2010, by and between WZEZ, Inc., a Virginia corporation, having a business address of c/o Hoffman Management, Inc., 2461 Eisenhower Avenue, Lobby Floor, Alexandria, Virginia 22331, and ONE GOD MINISTRY-A GLOBAL CHURCH a non-denominational Church, having a street address of 4280 Chain Bridge Road, Fairfax, Virginia 22030.

WHEREAS, WZEZ, Inc. ("Donor") intend to donate, as a gift in kind, to a charitable organization, duly qualified as such under applicable provisions of the Internal Revenue Code and the Code of Virginia, and associated with a bona fide religious house and institution of worship ("Church"), known as ONE GOD MINISTRY (the "Donee"), for use on behalf of such Church's charitable missions and religious purposes, certain assets used in the operation of WZEZ-FM licensed to Goochland, Virginia ("Station") under license from the Federal Communications Commission ("FCC").

WITNESSETH THAT, for and in consideration of the covenants herein contained, the parties agree as follows:

1. The Donor has identified One God Ministry- A Global Church as a bona fide charitable organization and Church as the Donee. The Donee represents to the Donor that it is a duly qualified charitable organization as defined under applicable federal and state taxation laws.
2. Donor, in consideration of the covenants herein contained, proposes to donate and gift to Donee, and transfer to Donee at the closing or consummation of that certain Asset Purchase Agreement by and between Hoffman Communications, Inc. and Radio Companion Limited Liability Company and The Johnson A. Edosomwan Limited Liability Company, dated March 12, 2010 (the "Closing"), those assets, real, personal, tangible and intangible, goodwill, contract rights and licenses of Seller that are used and/or useful in the operation of the Station, as defined herein and further mutually agreed upon by the parties in an itemized list countersigned at the Closing (the "Donated Assets"), free and clear of all liens and encumbrances other than any which may be expressly assumed in writing by Donee. The parties recognize that Donor currently operates both WZEZ-FM and WGGM-AM from office buildings located at 4301 W. Hundred Road, Chester, Virginia, and that those buildings and the real property upon which the same are situate, nor any part of the assets associated with the operation of WGGM-AM, shall not be conveyed as part of this gift. The date of the Closing of the aforesaid Asset Purchase Agreement for WGGM(AM) (the "APA") shall also for the purposes of this Agreement, be deemed to be the "Closing Date."
3. The Donated Assets will include the gift, conveyance, deed, assignment and/or transfer, as appropriate, of the following: (i) the broadcast equipment, boards, microphones, music programming computers, etc., now used in the production, programming and transmission of on-air content for the Station; (ii) sundry office equipment, desks, telephones, facsimile machines, chairs and furniture now used at the Station's business and sales offices located 4301 W. Hundred Road, Chester, Virginia ("FF&E"); (iii) the assignment of that certain 70 year ground lease for the 500' broadcast tower upon which the signal for WZEZ-FM is broadcast from in Goochland County, Virginia, dated October 3, 2005, and assigned to Goochland Tower Site, LLC (the "Lessor") in an assignment agreement dated October 1,



2006 (the “FM Tower Ground Lease”); (iv) the 500’ broadcast tower, FM antenna, transmission building and equipment situate in Goochland County under the terms of the aforesaid FM Tower Ground Lease; (v) the license from the FCC for the operation of WZEZ-FM, subject to the approval of an assignment application approved by the FCC; (vi) the goodwill associated with radio station WZEZ, dba EZ 100.5 WZEZ-FM and (vii) and business leases, agreements or contracts as may be currently held by the Donor and useful in connection the broadcast and programming operations of the Station, e.g. ASCAP and BMI music licensing agreements. A detailed schedule of the Donated Assets will be identified at Closing countersigned/initialed by Donor and/or within 20 days of Closing as provided for in Schedule 1.2 of the and 2.ech .

4. The Donated Assets shall specifically exclude (i) all cash, bank accounts, depository receipts and accounts receivable of Donor; (ii) any A/R for advertisements aired on or after the Closing Date which Donee shall collect and remit to Donor for a period of One Hundred Twenty (120) Days following the Closing Date; and (iii) any life insurance, liability insurance or property insurance policies or proceeds.

5. The Donee will, at Closing, execute an assignment and acceptance of the FM Tower Ground Lease and substitute the Donee as the Guarantor of the FM Tower Ground Lease in place of Hoffman Communications, Inc., by such instruments as are reasonably acceptable to all parties. All parties shall use their best good faith efforts to secure the consent of the Lessor to the substitution of the Donee for Hoffman Communications, Inc., as the Guarantor of the FM Tower Ground Lease under that Guaranty of Lease dated October 3, 2005 (the “Guaranty”). All Rent and other payments due under the FM Tower Ground Lease through the Closing Date will be paid by Donor and all Rent and other payments due under the FM Tower Ground Lease following the Closing Date will be paid for by the Donee. The Donor will cause to be drafted, at its expense, the necessary assignment and substitution of guarantor agreements or instruments. If for whatever reason the consent of the Lessor of the FM Tower Ground Lease cannot be obtained for the substitution of the Guarantor despite the fact that the Donor has the right to assign the Lease, the Donee will execute an indemnification and hold harmless agreement in favor of the Donor and Hoffman Communications, Inc. as security for any call under the Guaranty for the Donee’s default under the FM Tower Ground Lease, in form reasonably acceptable to Donor.

6. The FF&E shall be itemized within 20 days following the Closing Date as reasonably identified by the Station General Manager, Cavell Phillips.

7. The Donated Assets will be donated and gifted to the Donee “AS IS”, without representations or warranties of any kind, express or implied, whether relating to the conformance of the Donated Assets to requirements of the Station’s FCC license, applicable rules and regulations of the FCC or otherwise, however, notwithstanding the forgoing, to the best of the Donor’s knowledge, the Station’s are now being operated in conformance with applicable FCC Rules and Regulations.

8. The Donee shall not be responsible for the staff costs or payroll of any on-site management or station employees retained by Donor prior to Closing. The Donor shall be responsible for insuring the Donated Assets as contemplated herein and maintaining and/or repairing the same until Closing.

9. The parties shall, at Closing, execute a Form 8283 charitable income tax donation receipt, in amount and form approved by the Donor, provided, however, that the Donee may decline to execute the same and rescind this Agreement if said Form 8283 is not reasonably acceptable to the Donee.

10. On or before the Closing, the Donor shall quit and vacate the Station’s business offices. Upon Closing, the Donee shall, assuming consent is granted by the FCC, become the Licensee of the Station with sole responsibility for the operation, ownership, use and management thereof.

A handwritten signature in black ink, appearing to be 'G. Phillips', is located in the bottom right corner of the page.

11. Immediately following the execution of this Agreement, the parties agree to cooperate in the filing of assignment of license applications ("Assignment Applications") with the FCC, which shall be prepared by the Dow Lohnes, the communications law firm of the Donor.

12. The parties recognize and agree that this gift and donation, the transfer and/or assignment of property, real and personal, FCC licenses and all the Donated Assets, and the matters contemplated herein, are all in consideration of the Donee using the Donated Assets for the charitable purposes hereinabove set forth and in accordance with all requirements of the FCC, for a minimum period of ten (10) consecutive years, with said ten year period immediately commencing upon the Closing Date and ending 12:01 a.m., 3,650 days thereafter (the "Required Operating Period"). During the Required Operating Period, the Donated Assets may not be transferred, sub-leased, assigned, licensed, bartered, traded, sold or conveyed to any other third party, whether affiliated with the Donee or otherwise. During the Required Operating Period the Donated Assets shall be fully insured for their replacement cost under a policy or policies of all-risk property and liability insurance by an insurance company with an A.M. Best's rating of A-/X or better. The Donor shall be named as an additional insured under all such policies of insurance, certificates evidencing such insurance coverage shall be provided to Donor no less than one each year on the anniversary date of all such policies, and in any event or time, upon written request of the Donor. During the Required Operating Period the Donee may not pledge, mortgage, encumber, lien or otherwise use any of the Donated Assets as collateral for any loan, debt, mortgage or security for any financial obligation, but rather maintain them in the same un-encumbered and freely transferable state in which they were gifted to the Donee. If any of the covenants contained in this paragraph are breached by the Donee, the parties agree that the ownership of the Donated Assets (and in the case of the FCC licenses, the rights thereto) shall revert back to the Donor (subject to the approval of the FCC of the assignment application described below), and the Donee further agrees to immediately convey, title, transfer and/or assign, at its sole expense, upon the written demand of the Donor, all real and personal property being part of the Donated Assets, back to the Donor, free and clear of all liens, debts and encumbrances, and promptly cooperate in the filing of an assignment application to the FCC for the transfer of the licenses for the Station back to the Donor. Following the expiration of the Required Operating Period and the compliance with the terms of this Agreement by the Donee during the Required Operating Period, the Donee may use, sell, convey, transfer, assign, lease or otherwise dispose of the Donated Assets as it would see fit, without any restriction held by the Donor.

13. All financial obligations associated with the Donated Assets shall be the responsibility of the Donee effective on the Closing Date, e.g. real estate taxes, utilities, FM Tower Ground Lease rents, music license agreement fees, insurance, maintenance, repair, and replacement costs, unless and until the FCC denies its consent to the transfer of the licenses for the Station to the Donee after consideration of the Assignment Applications. All parties agree to use their best good faith efforts to secure the consent and approval by the FCC of the Assignment Applications.

14. Each party shall bear their own expenses in connection with the consummation of this transaction, e.g. attorney's fees, filing fees typically paid by an assignor or assignee of an FCC license, recordation taxes or closing costs typically paid by a grantor or grantee of real property.

15. The transactions contemplated herein shall be governed under applicable rules and regulation of the Federal Communications Commission, the laws of the United States of America, including but not limited to the Internal Revenue Code, and the laws of the Commonwealth of Virginia to the extent not preceded by the forgoing. The parties agree that the exclusive forum and the site for the resolution of any dispute arising out of, under or related to the transactions contemplated by this Agreement shall be exclusively before the federal and state courts located in the City of Alexandria, Virginia.

A handwritten signature in black ink, appearing to be "JL/MAR", is located in the bottom right corner of the page.

16. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third person, to create the relationship of principal and agent, or partnership, of joint venture, of trustee and beneficiary, or of any association between the Donor and Donee. Time shall be of the essence in the performance of obligations in this Agreement.

17. Contingency. This Agreement is expressly contingent upon the successful closing and consummation of that certain Asset Purchase Agreement (the "APA"), dated 12 day of March 2010, by and between Hoffman Communications, Inc., a Virginia corporation, having a business address of c/o Hoffman Management, Inc., 2461 Eisenhower Avenue, Lobby Floor, Alexandria, Virginia 22331, and **Radio Companion Limited Liability Company**, a Virginia limited liability company and **The Johnson A. Edosomwan Limited Liability Company**, a Virginia limited liability company ("collectively herein also referred to as Buyer"). If the transactions contemplated by the APA are not fully consummated, including but not limited to the full Purchase Price being tendered at Closing and the terms and conditions of the Closing otherwise being fully complied with, then this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Agreement under their respective hands and seals as of the day and year first above written.

DONEE

ONE GOD MINISTRY-A GLOBAL CHURCH

By: Johnson A. Edosomwan
Its: Chairman & Trustee

DONOR

WZEZ, INC.

By: Hubert N. Hoffman, III
Hubert N. Hoffman, III

Its: President