

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 9th day of March, 2023 by and between **Inter Mirifica, Inc.** ("Buyer"), and **CSN International** ("Seller").

WHEREAS, Seller currently holds a license issued by the Federal Communications Commission ("FCC" or "Commission") for an FM Translator Station, W232DV (FX), Lafayette, Indiana (FAC# 140803) ("Station" or "W232DV");

WHEREAS, Buyer would like to obtain from the Seller its rights and interest in the Station's license granted by the FCC and in and to those items of personal property comprising the Station's equipment as listed on a Schedule attached hereto and incorporated herein (collectively, the "Station's Assets"); and

WHEREAS, the Parties agree and understand that prior FCC approval is required to complete this instant transaction.

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 purchase the rights to the Station as follows:
 - (a) Assets to be Assigned: (i) the Station's FCC license subject to its expiration date of August 1, 2028; (ii) the Station's personal property as listed on Schedule A; and (iii) an assignment by Seller and an assumption by Buyer of that certain transmitter site use agreement which is attached hereto as Schedule B. Buyer agrees to reimburse Seller and/or Penfold Communications for all rent and related utility charges due and payable thereunder commencing on the first day after the date hereof and the Closing Date.
 - (b) Purchase Price. The purchase price to be paid by Buyer to Seller for the Station's Assets shall be the sum of **Fifty Thousand Dollars (\$50,000.00)** ("Purchase Price"). The Purchase Price shall be payable in immediately available funds in the form of cashier's check or wire transfer (whichever Seller instructs to Buyer).
 - (c) Deposit. Concurrently with the execution of this Agreement, Buyer shall place in Escrow the sum of **Two Thousand Five Hundred**

Dollars (\$2,500.00) ("Escrow Deposit"). This Escrow Deposit shall be held by John C. Trent, Esq., in the Putbrey Hunsaker & Trent, P.C. non-interest-bearing Attorney Trust Account. Upon the closing of this transaction, the Escrow Deposit shall be applied to the Purchase Price and promptly released to Seller. Failure by Buyer to close this transaction due to its default, this Escrow Deposit shall constitute "Liquidated Damages" and be forfeited and the Agreement terminated. If the Seller fails to close this transaction due to its fault, then the Deposit shall be returned to Buyer, and Buyer's damages are limited to the liquidated damages amount of \$2,500.00.

- (d) **Closing.** Buyer will close the transaction and pay the Purchase Price within ten (10) business days of *initial* FCC approval (the "Closing Date"). Counsel for Seller will prepare and file the necessary FCC assignment application and exhibits to seek FCC approval for the assignment of the License within five (5) business days of the execution of this agreement. Buyer's counsel will fully cooperate with Seller's counsel in the preparation and filing of the application by providing all information needed by Seller's counsel immediately after the execution date hereof.
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 Station. 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 warrants and covenants that they are qualified to be a Commission Licensee and to hold the FCC authorizations which is the subject of this Agreement. The Buyer further represents and warrants that it knows of no reason any party would petition the FCC to deny the proposed Station assignment application.
4. **Attorney Fees, Transfer Fees, Taxes and Broker Fees.** Buyer and Seller shall be responsible for their own expenses associated with this Agreement. Buyer shall be solely responsible for the timely and immediate payment of any FCC filing fees, attorney's fees relating thereto, any transfer fees, transfer taxes, or other taxes and assessments associated with the purchase of the Station. The Parties agree and understand that there are no brokers involved with this transaction.
5. **Upset Date.** If the assignment application contemplated herein has not been approved by the FCC nine (9) months from the date written above,

then Seller may, so long as it is not in material default, terminate this Agreement. The Parties may, however, agree to an extension upon further written notice signed by both Parties.

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 California. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of California. 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 companies to perform all of the terms hereof.

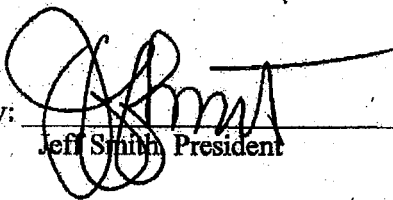
THE NEXT PAGE IS THE SIGNATURE PAGE

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.

SELLER:

CSN International

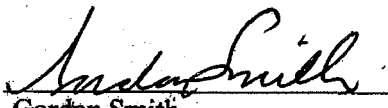
P.O. Box 890820
Temecula, CA 92589

By: 
Jeff Smith President

BUYER:

Inter Mirifica, Inc.

8383 Craig Street, #280
Indianapolis, IN 46250

By: 
Gordon Smith
Vice-President

SCHEDULE A

- Transmitter - BW Broadcast TX600V2
- Receiver - Inovonics Model 631
- Transmit Antenna - BKG-1P/45
- Receive Antenna - CLFMRX
- Transmit Coax - 165' 1/2" Helix

SCHEDULE B

See attached agreement.