

AGREEMENT

This Agreement ("Agreement"), made this 17 day of July, 2013, is made between Bible Broadcasting Network, Inc. ("BBN") and Radio Assist Ministry, Inc., ("RAM").

WITNESSETH:

WHEREAS, BBN has filed a short-form "Tech-Box" application (FCC File No. BNPFT-20030313AFV; Facility ID No.138684) for a construction permit for an FM translator at Saco, Maine ("BBN Application");

WHEREAS, RAM has filed a short-form "Tech-Box" application (FCC File No. BNPFT-20030317GVE; Facility ID No. 150422)) for a construction permit for a new FM translator at Portland, Maine ("RAM Application");

WHEREAS, the RAM Application and the BBN Application were mutually exclusive and the Federal Communications Commission ("FCC") listed the applications on Attachment A to the FCC's *Public Notice, FM Translator Auction 83 Mutually Exclusive ["MX"] Applications Subject to Auction*, DA 13-1170, released May 21, 2013, which assigns them to MX Group #255. On July 9, 2013, BBN amended the BBN Application to clear the MX condition such that the BBN Application and the RAM Application are now "singleton" applications that may be granted.

NOW, THEREFORE, in consideration of the mutual promises made by and between them, the parties agree as follows:

BBN proposes to acquire from RAM, a construction permit used or useful in connection with the ownership and operation of an FM Translator (the "Permit") to be constructed on FM Channel 288 at Portland, Maine, with FCC Facility Identification Number **150422**. The Permit to be assigned will be an "unbuilt" construction permit (the "Permit").

1. Permit to be Assigned. The Assets of RAM to be assigned to BBN will include (a) all Tangible Assets and (b) all Intangible Assets, and (c) the Permit (including, but not limited to, File No. **BNPFT-20030317GVE**, and any successor file numbers that may be assigned to the Permit). All Assets shall be delivered at Closing free and clear of all liens and encumbrances of any type. The Permit, at Closing, shall be valid and existing in the RAM's name, subject to no adverse conditions, and assignable to BBN, subject to receipt of FCC approval.

2. Excluded from Sale. The following assets are not included in the Assets being sold: (a) cash and cash equivalents, deposits and bank accounts; (b) any investments or securities owned by the RAM; and (c) any assets owned by the RAM anywhere not directly related to the Permit.

3. Assignment Consideration. In exchange for the Permit, BBN will execute a lease ("Charleston Lease") with RAM at Closing to permit RAM to utilize BBN's tower near

Charleston, South Carolina, with Antenna Structure Registration Number 1002319 for 12 months for the first year of the term. RAM certifies that the value of this lease is no greater than its reasonable and prudent expenses incurred in preparation and filing of the RAM Application. BBN shall pay for all reasonable engineering expenses associated with obtaining the Permit. Following the initial term, RAM and BBN shall enter into a separate lease for 108 months. RAM shall not be obligated to pay any rental during this period. At the end of the 108 month period, RAM and BBN will negotiate a new agreement at the then current market rate.

4. Terms. At the Closing, RAM will assign the Permit to BBN and BBN and RAM will execute the Charleston Lease.

5. Procedure for Filing "Long-Form" Application. Within the time specified in a future FCC Public Notice inviting the filing of a Long-Form Application leading to the grant of the Permit, RAM shall file with the FCC a complete Long-Form Application. Execution of this Agreement by BBN shall constitute written authority to rebroadcast BBN's full-power station to be listed in the Short-Form Application and the Long-Form Application so long as this transaction is pending. BBN will bear all costs associated with the preparation of the technical portions of the Long-Form Application. Within 2 business days after the Permit has been issued to RAM, the parties will file with the FCC an application on FCC Form 345 ("Assignment Application") seeking consent to the assignment of the Permit to BBN, to which a copy of this Agreement shall be attached. The parties shall consummate the transaction (the "Closing"), subject to the execution of an "unwind" agreement, within 5 business days following the grant of the Assignment Application, unless an objection is filed with the FCC against the Assignment Application. In such case, the parties shall consummate the transaction within 5 business days after the FCC's consent shall have become a final order; i.e., an order that is not the subject of or subject to reconsideration or appeal.

6. Exclusive Agreement. From the date of execution of this Agreement, until its termination, neither RAM nor any of its principals or representatives shall solicit or consider any other offers to acquire the Permit, nor discuss with any other party any settlement of MX Group 255, nor shall any such party hold any substantive discussions with any other party concerning such transaction, other than discussions which shall expedite the sale of the Permit to the BBN.

7. Broker's Fees. RAM and BBN have represented to each other that no brokers or finders have been employed that would be entitled to a fee.

8. Miscellaneous. This Agreement shall be governed by the substantive laws of the State of Maine without regard to conflict of law principles. This Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made

to or by the parties hereto. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.

[SIGNATURES APPEAR ON NEXT PAGE]

SIGNATURE PAGE TO AGREEMENT

BBN:

BIBLE BROADCASTING NETWORK, INC.

By: _____

Secretary-Treasurer

Date: _____

RAM:

RADIO ASSIST MINISTRY, INC.

By:  _____

President

Date: 7/17/13