

## Purchase Agreement for Assignment of Construction Permit

**Asset Purchase Agreement:** This Asset Purchase Agreement is made effective February 09, 2005 by and between Randy L. Birth Sr. ("Buyer"), and William G. Brady d/b/a Brady broadcasting ("Seller").

### Recitals

**Whereas**, the "FCC" referred to in this agreement is the Federal Communications Commission.

**Whereas**, Seller is the owner/licensee of the construction permit for low power television station **KMBB-LP**, channel 30, North Platte, NE., (the proposed "Station").

**Whereas**, Seller owns a current and unexpired Low power television station construction permit and desires to sell the construction permit of the proposed station and Buyer desires to buy and acquire the construction permit from Seller.

**Assets to be Sold and Purchased:** This asset purchase will include the Construction permit (subject to approval of the FCC) and the ownership of the future license to operate the "station" once it is on the air. After consummation ("closing") of this deal, Buyer may build the "Station" and operate it as long as he desires to own and operate it and shall have the right to resell to someone else, "the Station license" (along with any equipment or property that the Buyer has invested into it and wants to include with it, if he so desires).

Now, therefore, Buyer and Seller agree as follows:

### TERMS OF SALE

**Purchase Price Payment:** In consideration of the transfer by Seller to Buyer of the construction permit for the Station, Buyer shall pay the total sum of \$8,000.00 ("Purchase Price"). Buyer shall pay to Seller within ten business days of the execution of this Agreement the sum of \$2,000.00 as down payment. The down payment (minus the filing fee of FCC application form 345) must be refunded to the Buyer if the FCC does not approve the sale. Closing on the sale of the construction permit for the "Station" shall occur within 20 days after the FCC provides final written consent ("granted") status for the assignment of the Station's Construction permit from Seller to Buyer. On the Closing Date, Seller shall deliver to Buyer a fully executed Bill of Sale in the form attached hereto as Exhibit A and Buyer shall deliver to Seller the balance of the purchase price (\$6,000.00).

**Assignment Application:** Within ten business days of the execution of this Agreement by both Buyer and Seller, Buyer and Seller will jointly complete and file the FCC Form 345 application seeking permission to assign the construction permit of the Station from Seller to Buyer. Seller agrees to pay for filing the FCC form 345 application and seller shall file the application.

**FCC approval required:** Subject to the approval of the FCC, the construction permit of the station shall be transferred from the Seller to the Buyer. The FCC must approve the assignment from the Seller to the Buyer and such approval must be published and available for viewing on the internet at the FCC government website before consummation (closing) of the deal can take place. After it has been seen on the FCC internet website with "granted" status (FCC approval) Buyer and seller must get together via telephone and internet or in person and consummate (close) the deal within 20 days.

**Guarantees:** Seller guarantees that the asset (construction permit of the station) is free from any liens, encumbrances or any contracts or commitments. Seller guarantees that He has the legal right to assign the construction permit to the Buyer. Seller guarantees that he is not or will not be in breach of his contract with Trinity Christian Center of Santa Ana, Inc., if he assigns the construction permit to the buyer. Should any legal charges be brought against the Buyer or if Buyer should lose his license to operate the station after it is granted and consummation has taken place, because Seller is found to be in breach of his contract with Trinity Christian Center of Santa Ana, Inc., Seller shall refund the entire purchase price of \$8,000 to the Buyer plus reimburse the Buyer for any attorney fees and legal expenses (if any) that may be levied against the Buyer for Seller's Breach of Contract with Trinity Christian Center of Santa Ana, Inc.

**Assets to be transferred:** Within 20 days after the FCC has given final approval "granted status" for the assignment of the construction permit of the "station" from the Seller to the Buyer, assets of the proposed Station shall be transferred from the Seller to the Buyer on the Closing Date. The Asset to be transferred is the construction permit of the station. No technical equipment is involved in this sale. This asset purchase will include the Construction permit and the ownership of the future License to operate the station once it is on the air (subject to the approval of the FCC). After consummation ("closing") of this deal, Buyer may build and operate "the Station" as long as he desires to own and operate it and shall have the right to resell the license and/or the "station" if He so desires.

**Closing Date:** Within 20 days after the date that the FCC has given final consent to approve the sale ("granted") status, Buyer and seller must get together in person or at a distance via the internet and on the phone or in person to consummate ("close") the deal. Closing date shall be the date that Seller receives the balance of \$6,000 on the following day.

**Right to Broadcast:** After consummation ("closing") of this deal, Buyer may build and operate "the Station" for as long as he desires to own and operate it. After "closing" Buyer will be the legal owner of the station License and any equipment that he invests into it. After "closing" Buyer shall have the right to resell to someone else. "the Station license" and/or any equipment and property that he invests into it.

**Right to apply for modifications to construction permit or station:** After closing of the deal Buyer shall have the right to file applications with the FCC asking for permission to make modifications to the construction permit or station.

**Refund of down payment:** Should the sale of the construction permit not be approved by the FCC, Seller shall refund the down payment (\$2,000) minus the cost for filing the FCC form 345 application. Seller must stay in frequent communication with the Buyer until closing providing a current mailing address (P.O. Box and/or Shipping address) phone number and email address. If Seller fails to provide adequate communication and Buyer cannot contact Seller to be able to consummate ("close") the deal, Seller must refund the down payment plus any and all amounts of monies (if any more) received from the buyer for payment of the construction permit.

**Hand written signatures required:** This document must have the hand written signatures of both the Seller and Buyer in order to be legally binding.

This written Agreement embodies all terms of the parties understanding and may not be amended except by written instrument executed by both Buyer and Seller

The laws of the State of Nebraska shall govern this Agreement.

Seller: William G. Brady  
d/b/a Brady Broadcasting

Buyer: Randy L. Birth Sr.

Date: 02-09-2005

Date: 02-09-2005

By:   
D/R/A BRADY BROADCASTING

By: Randy L. Birth Sr.