

## **ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the 17th day of July 2008 by and between **Brahmin Broadcasting, Corp.**, a Delaware corporation ("BBI"), and **Radio Assist Ministry, Inc.**, an Idaho not-for-profit corporation ("RAM")

### **Recitals**

WHEREAS RAM has applied for construction permits to be issued by the FCC for FM translator stations in communities throughout the United States, including the application for a FM translator station as indicated on the attached addendum "A", which application has been granted a License by the FCC:

WHEREAS, BBI would like to obtain the RAM License; and

WHEREAS, Prior FCC approve for the transaction 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 Assignments.** Subject to the conditions contained herein, RAM agrees to assign and BBI agrees to purchase the RAM License for the FM Translator station as indicated on the attached addendum "A", as follows:
  - (a) **Purchase Price.** The Purchase Price for the License shall be as indicated on the attached addendum "A" payable in immediately available funds.
  - (b) **Deposit.** Concurrently with the execution hereof BBI shall pay RAM a non-refundable deposit in the amount as indicated on the attached addendum "A".
  - (c) **Application.** Within five (5) days after the execution of this Agreement the parties shall jointly file applications for assignment with the FCC (the "Assignment Applications").
  - (d) **Closing.** BBI will pay RAM the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) within five (5) days after approval of the Assignment Applications, whereupon RAM will provide to BBI an instrument of conveyance suitable to BBI for its license.

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 License. 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. BBI represent warrants and covenants that they are qualified to be Commission licensee and to hold the FCC authorization which is the subject of this Agreement.
4. Transfer Fees and Taxes. BBI shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, FCC and engineering fees associated with the purchases of the License.
5. Alternative Facilities. Should the Commission fail to grant the assignment of the License specified herein, alternative comparable facilities may be substituted by the mutual written agreement of the parties hereto, or a full refund of the deposit is due BBI within thirty (30) days of such final denial by the FCC.
6. Broker Fee Upon grant by the FCC of the assignment application and close by BBI, RAM shall pay the sum of \$1,600.00 to CMS Station Brokerage within ten (10) days after close as defined in section 1 (d).
7. Use of Station BBI shall be allowed to commence broadcast on said translator during the assignment period under the following circumstances i) if applicable, a construction permit (CP) is approved by the FCC at BBI's chosen tower site, ii) BBI's requested rebroadcast primary complies with the rules and regulations of the FCC, iii) 30 days has elapsed after the signing and execution of this agreement, iv) upon payment of \$500 per month (pro-rated) until close and consummation.
8. Modification of Construction Permit (CP) RAM agrees to allow the modification of the CP during the assignment period at BBI's expense.
9. 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 Wyoming. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Wyoming. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received

**ADDENDUM A**

**License**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>License Status</b>
Radio Assist Ministry, Inc. K277BC, Cheyenne, Wyoming (FIN: 149712)	\$32,000	\$6,000	\$26,000	Granted
NO EQUIPMENT IS ASSOCIATED WITH THIS TRANSACTION				

authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

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.

**Brahmin Broadcasting, Corp.**  
288 South River Road  
Bedford, New Hampshire 03110

By:   
Steven Silberberg, President

**Radio Assist Ministry Inc.**  
P. O. Box 5459  
Twin Falls, Idaho 83303

By:   
Clark Parrish, President