

GIFT AGREEMENT

THIS AGREEMENT, made this fifteen day of September, 2009, by and between Keily Miller, a Nevada resident (hereinafter referred to as Licensee), and Crystal NV, LLC, a Nevada limited liability company, (hereinafter referred to as LLC):

WITNESS

WHEREAS, Licensee desires to convey all rights, title and interest in FM Radio station KHVG Crystal Nevada 100.1 MHz, FCC Facility Identification Number 165946 (hereinafter referred to as Station) and certain related assets pursuant to the terms and conditions stated herein; and

WHEREAS, LLC desires to acquire Station and the certain related assets from Licensee pursuant to the terms and conditions stated herein, and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (hereinafter referred to as FCC);

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. ASSETS Subject to the prior approval of FCC, Licensee agrees to transfer, assign, convey and deliver to LLC, and LLC agrees to assume, receive and accept free and clear of all liens, such personal property used and useful in the operation of the Station, as shown on the inventory marked Exhibit A, attached hereto and made a part hereof; the Tower Site Lease more fully described in Exhibit B; and, all broadcast licenses and other authorizations issued by the FCC for the operation of the Station listed on Exhibit C.

2. CONSIDERATION Licensee agrees to convey the aforesaid items and assets to LLC as a gift and, other than the covenants and exchange of promises set forth herein, will not require any additional form of consideration from LLC in exchange for said gift.

3. LICENSEE'S COVENANTS AND WARRANTIES Licensee hereby warrants to the best of her knowledge as follows:

(a) That any and all licenses and other authorizations required from FCC to operate Station are attached hereto as Exhibit D, and except as may be described in Exhibit D, are in full force and effect.

(b) There are no outstanding unsatisfied FCC citations or cease and desist order against Station, and any such (subsequently issued) shall be satisfied prior to Closing.

(c) That she is aware of no ongoing investigation of Station by the FCC or by any other federal or state government agency, or any conditions at Station which violate any FCC rule or policy:

(d) That she is aware of no litigation, proceeding or investigation whatsoever pending or threatened against or relating to Licensee, Station business, or the property to be transferred hereunder and that she knows of no reason why the FCC would not find her qualified to assign her License;

(e) That she will maintain Station's physical assets in their present condition, wear and tear and ordinary usage excepted;

(f) That she has good marketable title to all personal property shown on the aforementioned Exhibit A and will convey said property to LLC "AS IS", and makes no warranty with regard Exhibit A and will convey said property to LLC "AS IS", and makes no warranty with regard to the condition of said personal property;

(g) That she will deliver Station at Closing free and clear of all debts, liens and other encumbrances;

(h) That she is duly authorized to enter into this Agreement;

(j) That she will hold LLC harmless from any and all claims of trade creditors, judgment creditors, lien holders, purported owners, or any other person making a claim by or through Licensee or asserting any claim on the assets purchased, other than those liens disclosed herein, or having to do with LLC operation of the Station subsequent to the Closing date.

**4. LLC COVENANTS AND WARRANTIES** LLC hereby warrants as follows:

(a) That it is legally, financially and otherwise qualified to become the licensee of Station;

(b) That at present and on the Closing date, LLC will be validly existing and in good standing under the laws of the State of Nevada; that it has full power and authority to enter into and perform this Agreement; that the execution and delivery of this Agreement and the performance of all obligations hereunder shall have been duly authorized by LLC; and that this Agreement will constitute a valid and binding Agreement of LLC, enforceable in accordance with its terms;

(c) That it is fully qualified, and knows of no reason why he should not be approved, to become the Station licensee;

(d) That it has inspected the Station, the FCC licenses and other assets to be conveyed pursuant to the terms of this Agreement and found each item to be in satisfactory condition and suitable for LLC purposes.

(e) That it will hold Licensee harmless from any and all claims related to LLC's operation of Station subsequent to Closing, including all costs, attorney's fees, expenses, court costs, arbitration fees, or any other costs incurred by LLC in the handling or processing of any such claims that may be made.

5. LEGAL FEES In connection with preparing and filing the assignment application with FCC, each party shall bear its respective legal costs.

6. FCC ASSIGNMENT APPLICATION Both parties hereto agree to make application to FCC for consent to the assignment of Station license(s) within Ten (10) business days after executing this Agreement, and to cooperate fully and diligently in seeking FCC' consent to assignment of Station from Licensee to LLC. Each party hereto will pay one-half of any FCC filing fee required for filing said application.

7. FCC ACTION Time is of the essence of this Agreement. If the FCC has refused or failed to grant its written consent to assignment of Station's license within nine (9) months of the date filing of the application for assignment thereof, either party thereto may cancel this Agreement by giving the other party two (2) weeks written notice of such intent, by registered mail; provided the FCC has not granted its consent to the Station's license assignment during that two-week interim period, and provided further that the party seeking cancellation is not in material breach of this Agreement.

9. CLOSING Closing shall take place at the principal office of Station subsequent to the date on which grant of Commission consent has become a final order, not subject to timely reconsideration or judicial review, upon ten (10) days notice from LLC to Licensee, but in no event shall the Closing be more than ninety (90) days following the date on which the FCC approves and grants the parties application for consent to assignment of license of Station.

10. CONTROL Prior to Closing, Licensee shall have complete control over the property and operation of the Station. LLC shall have the right to reasonable access to Station logs and papers prior to Closing, and to inspect Station property specified on Exhibit A, attached hereto. Upon Closing and transfer as contemplated herein, LLC shall have complete control over Station and its use and unlimited supervision over programs to be broadcast.

11. CLOSING DOCUMENTS Licensee will at Closing execute and deliver to LLC good and clear title, free of liens, to all assets listed in Exhibit A, and will assign to LLC all Licenses listed in Exhibit C. Licensee shall assign the Tower Site lease referenced in Exhibit B to LLC, however, it is acknowledged that LLC is solely responsible to investigate and secure any landlord consent which might be required for any such assignment and that Licensee accepts no responsibility for LLC satisfying any terms and conditions set forth by the Tower Site landlord. Licensee will at Closing execute and deliver to LLC good, clear and merchantable title, free of liens.

12. NOTICES Notices which are to be sent by either party to the other under or pursuant to the terms of this Agreement, shall be sent by United States Certified Mail, return receipt requested, as follows:

If to Licensee:

Keily Miller  
250 West Nopah Vista Ave.  
Pahrump, NV 89060

If to LLC:

Crystal NV LLC  
P O Box 9381  
Pahrump, NV 89060

13. INTEGRATION, MODIFICATION AND COUNTERPART COPIES. This document is the entire Agreement between the parties hereto and shall not be modified except in writing executed by both parties hereto. This Agreement is intended to be an integrated Agreement and any prior oral or written agreements between the parties are merged into this Agreement and extinguished. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall have the same force and effect as a single Agreement.

14. ASSIGNMENT. Neither Party shall assign any right under this Agreement nor delegate any duty under this Agreement unless the other Party has consented to any such assignment or delegation in writing. This document shall be binding on the heirs, successors and assigns of the parties hereto and shall be construed exclusively by the laws of the State of Nevada. Any dispute arising from this Agreement shall be resolved only in the courts of (or in) the State of Nevada. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall have the same force and effect as a single executed Agreement.

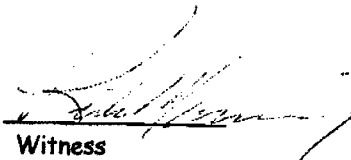
15. JOINTLY DRAFTED This Agreement shall be deemed to have been drafted by both parties and, in the event of a dispute, shall not be construed against either party.

16. AUTHORITY TO EXECUTE. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

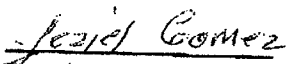
17. RIGHT OF REVERSION. There is no arrangement or understanding, express or implied, pursuant to which, as consideration or partial consideration for the proposed assignment, Licensee will retain any right of reversion of the license, any right to reassignment of the license in the future, or reserve the right to use the Station facilities for any period.

Keily Miller

  
Sole Proprietor

  
Witness

Crystal NV LLC

  
Geziel Gomez, President/Manager

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Witness

## **EXHIBIT A**

### **Transmitter Site Equipment**

- 1 - Crown FM 150T Transmitter**
- 1 - Moseley STL System SL9003Q-2S Radio Pair**
- 1- Jampro 3-Bay Periodic FM Broadcast Antenna**
- 1 - Marti 4' Parabolic Receive Antenna**
- Andrew feedlines for broadcast and STL antennas**
- 1 - Small equipment rack.**

## EXHIBIT B

### TOWER SITE LEASE

Keily Miller has a 3 (three) year tower site lease for Station with Arizona Nevada Tower Corporation that to be assumed Crystal NV LLC. The lease payment is \$750.00 per month, plus electricity.

Landlord: Arizona Nevada Tower Corp.  
1641 East Sunset Road Suite B 111  
Las Vegas, NV 89119

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LCC is responsible to secure and provide its own studio and office location for Station at 301 W. Bonnie Claire Ct., Pahrump NV 89060 or other suitable location under LLC's control.

**EXHIBIT C**  
**FCC LICENSES**

**KHWG-FM Broadcast License**  
**FCC File No. BLH-20090625ABY, Expires October 1, 2013**