

## GIFT AGREEMENT

THIS AGREEMENT, made this 9<sup>th</sup> day of April 2012, by and between CRYSTAL NV, LLC , a Nevada limited liability company (hereinafter referred to as Licensee), and PRESIDENT OF THE LIBERTY CHURCH OF NEVADA AND HIS SUCCESSORS, A CORPORATION SOLE, a Nevada non-profit corporation sole, (hereinafter referred to as Liberty):

### WITNESS

WHEREAS, Licensee desires to convey all rights, title and interest in FM broadcast station KHWG-FM Crystal, NV, Facility ID number 165946 (hereinafter referred to as Station) and related assets pursuant to the terms and conditions stated herein; and

WHEREAS, Liberty desires to acquire Station and the 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 Liberty, and Liberty 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; all contracts listed herein in Exhibit B (which Liberty agrees to assume); the Tower Site more fully described in Exhibit C; all broadcast licenses and other authorizations issued by the FCC for the operation of the Station

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

3. LICENSEE'S COVENANTS AND WARRANTIES Licensee hereby warrants to the best of its 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 orders against Station, and any such (subsequently issued) shall be satisfied prior to Closing.

(c) That it 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;

state government agency, or any conditions at Station which violate any FCC rule or policy;

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

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

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

(g) That all leases and contracts shown in Exhibit B hereto are in full force and effect;

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

(i) Licensee is duly authorized to enter into this Agreement;

(j) That it will hold Liberty 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 Liberty's operation of the Station subsequent to the Closing date.

4. LIBERTY'S COVENANTS AND WARRANTIES Liberty 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, Liberty 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 Liberty ; and that this Agreement will constitute a valid and binding Agreement of Liberty , enforceable in accordance with its terms;

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

(d) That he 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 Liberty's purposes.

(e) That it will hold Licensee harmless from any and all claims related to Liberty's operation subsequent to Closing, including all costs, attorney's fees, expenses, court costs, arbitration fees, or any other costs incurred by Liberty 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's consent to assignment of Station from Licensee to Liberty. Each party hereto will pay one-half of any FCC filing fee required for filing said application.

7. REMOVED-Not applicable.

8. REMOVED-Not applicable.

9. 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.

10. 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 Liberty 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.

11. STATION CONTROL Prior to Closing, Licensee shall have complete control over the property and operation of the Station. Liberty shall have the right to reasonable access to Station logs and papers prior to Closing, and to inspect Station property. Upon Closing and transfer as contemplated herein, Liberty shall have complete control over Station and its use and unlimited supervision over programs to be broadcast over Station.

12. CLOSING DOCUMENTS Licensee will at Closing execute and deliver to Liberty good and clear title, free of liens, to all assets listed in Exhibit A, and will assign to Liberty all contracts listed in Exhibit B. Licensee will at Closing execute and deliver to Liberty good, clear and merchantable title, free of liens, to the Tower Site described in Exhibit C, along with all appurtenances thereon.

13. 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:  
Crystal NV, LLC  
Jeziel Gomez  
P.O. Box 9381.  
Pahrump, NV 89060

If to Liberty :  
Liberty Church of Nevada  
Keily Miller  
250 W. Nopah Vista Ave.  
Pahrump, NV 89060

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 or its principals 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.

**PRESIDENT OF THE LIBERTY CHURCH OF NEVADA  
AND HIS SUCCESSORS, A CORPORATION SOLE**

*Keily Miller*  
**By: Keily Miller, Officer**

**CRYSTAL NV, LLC**

*Jeziel Gomez*  
**By: Jeziel Gomez, Member**

**Exhibit A**  
**Personal Property**

**Exhibit B**  
**Contracts**

**Exhibit C**  
**Tower Site**