

## TIME BROKERAGE AGREEMENT

2/22 This Time Brokerage Agreement (the "TBA" or "Agreement"), dated as of the July, 2014, is entered into by and between Primera Iglesia Evangelica De Apostoles Y Profetas, Licensee (the "Licensee") of Translator FM station K291CE (formerly K294BH at Simonton, Texas), at Rosenberg, Texas (the "Station") (FCC ID: 147704) pursuant to authorizations issued by the Federal Communications Commission (the "FCC" or the "Commission") under Construction Permit (the "CP") BMPFT-20140506AAL granted by the FCC on June 24, 2014, and The RAFTT Corporation, a Texas chartered Corporation (the "Programmer").

### WITNESSETH

Whereas Programmer and Licensee are desirous of setting forth the terms of their agreement granting Programmer the right to air its programming on the Station and whereas such terms will be subject to applicable regulations of the FCC. And, whereas under separate cover, Licensee and Programmer have agreed the Programmer shall purchase the assets of the Station from the Licensee. The specific terms and conditions are set forth below:

Therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### 1. SALE OF AIR TIME

1.1 Broadcast of Programming. Commencing July 10, 2014 or as soon after that date as is practical, the Programmer shall broadcast on the Station a total of One Hundred Sixty Six (166) hours per week during the term of this Agreement. Programmer will transmit its Programming shall comply with FCC rules regarding rebroadcast of over the air signals covered under Section 74.1204 of the FCC rules in its programming. Programming will meet technical quality standards equal to those of the Station's broadcasts prior to the execution of this Agreement.

1.2 Advertising and Programming Revenues. Programmer shall have full authority to sell commercial air time for its own account on the Station and to retain all revenues from the sale of such advertising. The Parties agree to give Programmer complete discretion to transact business with all advertising accounts relating to advertising sold by it. Licensee may collect and retain accounts receivable of the Station for advertising and commercial time on the Station for all periods prior to the effective date hereof and for the sale of commercial time on the Station it programs each week for the duration of this Agreement.

1.3 Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, force majeure or any other causes beyond the control of the Licensee, shall not constitute a breach of this Agreement, provided, however, that Programmer may terminate this Agreement if the broadcast of Programming has been interrupted for more than fourteen (14) continuous days or for more than three hundred thirty six (336) hours during any sixty (60) day period. Licensee shall not be liable to Programmer with respect to any such failure or impairment.

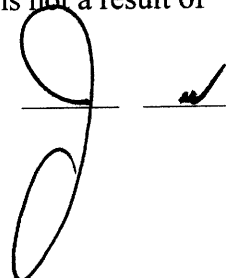
1.4 Studio Facilities. Programmer will provide its own studio facilities and will provide connection to the station for all material it broadcasts using the facilities of the station

1.5 Payments. Programmer shall pay Licensee a one time TBA fee of Fifty Thousand Dollars and NO/100 (\$50,000.00) payable by bank cashier's check or by bank account wire in cash, the payment of which shall serve as both the TBA fee for the duration of this Agreement and as the initial payment on an asset purchase agreement (the "APA") covering terms and conditions under which the Programmer shall purchase the assets of the Station and Licensee shall transfer the license of the Station to the Programmer. It is specifically agreed that the one time payment first written above shall cover all TBA costs for the duration of this TBA.

1.6 Term. Unless terminated earlier pursuant to the terms of this Agreement, the term of this Agreement shall be thirty six (36) months, commencing at 6:00 a.m. on July 15, 2014 (the "Effective Date"), and terminating at 11:59 p.m. on July 15, 2017 (the "Termination Date"), except (a) this TBA shall expire automatically upon consummation of the purchase of the assets of the Station and transfer of the license from the Licensee to the Programmer.

## 2. PROGRAMMING AND OPERATING STANDARDS



2.1 Obligations and Rights of Licensee. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station, it will have full authority, power and control over the policies, programming and operations of the Station and over all persons working at the Station during the term of this Agreement thus to enable the Licensee to fulfill all its obligations as a Licensee under rules, regulations, and policies of the FCC. Licensee shall be responsible for the direction of the day-to-day operation of the Station, and shall maintain the Station's transmission equipment and facilities, including the antenna, transmitter and transmission line, and shall provide for delivery of electrical power to the Station's transmitting facilities at all times in order to ensure operation of the Station. Performance of these responsibilities shall be subject to downtime for mutually agreed upon scheduled maintenance, breakdowns not a result of

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Licensee's negligence, or damage contemplated under Section 1.3 above, in conformance with Licensee's licenses, permits and authorizations. Licensee specifically agrees to pay all salaries of employees engaged by Licensee pursuant to and consistent with FCC regulations and policies, casualty insurance, real estate taxes, personal property taxes, utilities, maintenance, repair and engineering fees associated with maintaining the operation of the Station in compliance with FCC rules and regulations.

2.1.1 Licensee's Right to Reject Programming. Licensee shall retain the right to accept or reject any programming or advertisements which Licensee deems unsuitable or contrary to the public interest. Licensee reserves the right to refuse to broadcast any Programming or advertising containing matter which is, or in the reasonable opinion of Licensee may be, an infringement on any right of any third party, or which may constitute a "personal attack" as that term is and has been defined by the FCC, or which licensee determines is or in the reasonable opinion of Licensee, may be determined to be, indecent or obscene by the FCC or any court or other regulatory body with authority over Licensee or the Station, or which otherwise is contrary to the rules, regulations or policies of the FCC or the Licensee's Statement of Station Policies (the "Station's Policies") annexed hereto as an Exhibit. Licensee further reserves the right to preempt the Programming in the event of a local, state or national emergency. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Licensee reserves the right to delete any commercial which does not comply with the requirements of the FCC's sponsorship identification rules and policies as set forth in 47 C.F.R. § 73.4242, and as such rules and policies may be changed from time to time by the FCC. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any program furnished by Programmer, for Licensee's review and inclusion in the Station's public inspection file.

2.1.2 Licensee's Right to Preempt Programming for Special Events. Licensee shall also have the right, in its reasonable discretion, to preempt any broadcasts of the Programmer, in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In the event that Licensee preempts the Programming under this Section 2.1.2, Licensee shall credit Programmer with an amount equal to the Base Fee Amount (as defined herein) multiplied by a fraction, the numerator of which is the number of hours preempted during the applicable month and the denominator of which is Seven Hundred Twelve (712) hours. In all such cases, Licensee will use its best efforts to give Programmer reasonable advance notice of its intention to preempt any regularly scheduled programming. Preemption shall occur only to the extent Licensee deems necessary to carry out its obligations as an FCC licensee, and Licensee expressly agrees that its right of preemption shall not be exercised in an arbitrary manner or solely for the commercial advantage of Licensee.



2.1.3 FCC Public Interest Requirements. The parties agree that Licensee shall broadcast its own public service programming between the hours of 5:00 a.m. and 7:00 a.m. on Sunday and at such other times as the parties may agree for an additional five (5)

hours per month. Subject to Section 2.2 of this Agreement, the parties acknowledge that Licensee is ultimately responsible for meeting all of the FCC's requirements as announced from time to time, including those with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to 'equal opportunities,' "lowest unit charge" and reasonable access and the carriage of contrasting points of view with respect to such "issue-oriented" programming and advertising as may be broadcast), (b) the Licensee is also responsible for the broadcast and nature of any public service programming, (c) for maintaining the political and public inspection files and the Station log, (d) for ascertaining of issues of community concern and (e) the preparation of all quarterly issues/programs lists. Licensee shall further retain the right to take any other actions necessary for compliance with the laws of the United States, the State of Texas, the rules and regulations of other federal governmental authorities, including the Federal Trade Commission and the Department of Justice. If, in the judgment of Licensee or the Station's general manager, any portion of the programming presented by the Programmer does not meet such standards, Licensee may suspend, cancel or refuse to broadcast any such portion of the Programming not in compliance without reduction or offset in payments due Programmer under this Agreement.

## 2.2 Obligations of Programmer



2.2.1 Compliance with Laws and Station's Policies. All programs supplied by Programmer shall meet in all material respects all applicable rules, regulations and policies of the FCC and all other laws or regulations applicable to the broadcast of programming by the Station as well as the Licensee's Statement of Station Policies annexed hereto as an Exhibit. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations as well as the Station's Policies.

2.2.2 Cooperation with Licensee. Programmer agrees it will consult with Licensee in the selection of the Programming it transmits to Licensee for broadcast to ensure that the Programming contains matter responsible to community needs and issues of public interest concerning Rosenberg, Texas and the greater Houston area as those needs and issues are made known to the Programmer by the Licensee. Programmer, on behalf of Licensee, shall furnish within the Programming all Station identification announcements required by the rules and regulations of the FCC. Licensee will retain all rights to the call letters "K291CE" or any other call letters which may be assigned by the FCC for use by the Station. However, Programmer is specifically authorized to use the call letters "K291CE", or other call letters used by the Licensee for the Station in its programming

and in any promotional material used in connection with the Programming which is responsive to the public needs and interest of the general area served by the Station. Programmer will assist the Licensee in the preparation of any required programming reports, and will provide upon request other information to enable the Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements, in accordance with provisions of Section 73.1940 and 73.3526 of the addressing political issues or controversial subjects of public importance in accordance with provisions of Section 73.1212 of the Commission's rules. Programmer also shall consult with the Licensee and adhere strictly to all applicable statutes and the rules, regulations and policies of the FCC as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to 'equal opportunities' and the carriage of contrasting points of view as mandated by any "fairness" rule with respect to such "issue oriented" advertising or programming as may be broadcast) and the charges permitted therefore. Programmer shall provide to Licensee such documentation relating to such programming as licensee shall reasonably request, and shall indemnify Licensee for any claim, demand or cost or expense (including reasonable attorneys' fees) arising from the broadcast of any such material on the Station during the term of this Agreement. To the extent that Licensee believes necessary, in its sole discretion, Programmer shall release advertising availabilities to Licensee during the Programming to permit Licensee to comply with the political broadcast rules of the FCC and the provisions of Section 315 of the Communications Act of 1934, as amended; provided however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

2.2.3. Payola and Plugola. Programmer shall not pay or accept or promise to pay or accept any money or other consideration for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer will at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act of 1934, as amended, and the related rules and regulations of the FCC.

2.3 Handling of Mail. Programmer shall provide to Licensee the original or a copy of any correspondence from any member of the public relating to the Programming to enable Licensee to comply with FCC rules and policies, including those regarding the maintenance of the public inspection file (which shall at all times remain the responsibility of Licensee). Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

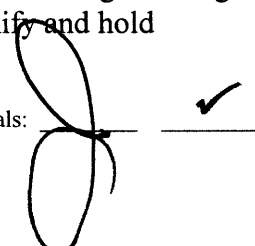
### 3. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

3.1 Licensee's Responsibility for Employees and Expenses. Licensee will provide a station manager and chief operator/operations manager, who shall each report and be accountable solely to Licensee. Licensee will be responsible for the salaries, taxes, insurance, utilities, maintenance expenses and related costs for such Station personnel, and all equipment and facilities used in the broadcast transmission of the Programming. Whenever on the Station's premises, all personnel will be subject to the supervision and the direction of the Station's manager and/or the Station's chief operator. Licensee shall be responsible for all music performance licenses from ASCAP, BMI, SESAC and any other copyright licenses as are required for the presentation of any programming of the Station not provided by Programmer.

3.2 Programmer's Responsibility for Employees and Expenses. Programmer shall furnish or cause to be furnished the artistic personnel and material for the production of the Programming to be provided under this Agreement. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of the Programming (including salespeople, traffic personnel, and programming staff). Programmer shall pay for all telephone calls associated with program production and listener responses, for all fees to ASCAP, BMI and SESAC, for any other copyright fees, and for all costs or expenses attributable to the Programming that is broadcast on the Station.

### 4. INDEMNIFICATION

4.1 Indemnification by Programmer. Programmer will indemnify and hold Licensee harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programming. Further, Programmer warrants that the broadcasting of the Programming will not violate any rights of others and Programmer agrees to indemnify and hold

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Licensee, the Station, and Licensee's officers, directors, agents, stockholders, and employees harmless against any claims, damages, liability, costs and expenses, including counsel fees (at trial and on appeal), arising from the production and/or broadcasting of the Programming. Programmer's obligation to hold Licensee harmless under this Section 4.1 shall survive the termination of this Agreement.

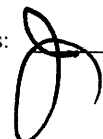

4.2 Indemnification by Programmer and Licensee. The Programmer and the Licensee (the "Indemnifying Party") shall indemnify, defend and hold harmless the other (the "Indemnified Party") from and against all claims, losses, liabilities, and expenses (including reasonable attorneys' fees and related expenses) asserted against or incurred by the Indemnified Party and resulting from any misrepresentation or material breach of warranty, covenant or other agreement by the Indemnifying Party in this Agreement. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement for a period of twelve (12) months.

4.3 Indemnification

(a) Promptly after the receipt by the Indemnified Party of notice of (i) any claim or (ii) the commencement of any action or proceeding which may entitle the Indemnified Party to indemnification under this Section 4, the Indemnified Party shall give the Indemnifying Party written notice of such claim or the commencement of such action or proceeding and shall not require the Indemnifying Party to assume the defense of any such claim or any litigation resulting from such claim. The Indemnified Party's failure to give the Indemnifying Party timely notice shall not preclude the Indemnified Party from seeking indemnification from the Indemnifying Party unless the Indemnified Party's failure has materially prejudiced the Indemnifying Party's ability to defend the claim or litigation.

(b) If the Indemnifying Party assumes the defense of any such claim or litigation resulting there from, the obligations of the Indemnifying Party as to such claim shall be limited to taking all steps necessary in the defense or settlement of such claim or litigation resulting there from and to holding the Indemnified Party harmless from and against any losses and liabilities caused by or arising out of any settlement approved by the Indemnifying Party or any judgment in connection with such claim or litigation. The Indemnified Party shall cooperate and make available all books and records reasonably necessary and useful in connection with the defense.

(c) In the event the Indemnified Party properly tenders its defense to the Indemnifying Party and if the Indemnifying Party does not acknowledge its indemnity obligations and accept the tender of defense within fifteen (15) days of such notice, the Indemnified Party may retain its own counsel and defend or reasonably settle the claim at the expense of the Indemnifying Party.

4.4 Insurance. Each party shall maintain comprehensive general liability insurance with respect to their respective business operations and as contemplated hereunder, having the other as an additional insured. The amounts of such coverage shall be mutually agreed upon from time to time, and each party shall provide proof of such insurance to the other upon request.

## 6. TERMINATION

6.1 Termination Upon Grant of License Transfer. Upon the initial grant of the authority to transfer the assets and license of the Station, Licensee and Programmer shall, as detailed in the APA, move in an expeditious manner to consummate the transfer of the station's licensee and permits to the Programmer at which time this Agreement shall terminate.

## 7. REPRESENTATIONS AND WARRANTIES

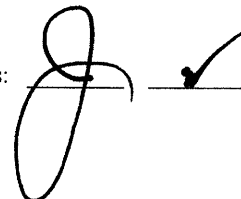
7.1 Representations and Warranties of Licensee. Licensee hereby represents and warrants that:

7.1.1 Authority. Licensee has the authority to own, operate and carry on the business of the Station as provided under this Agreement.

7.1.2 Binding Obligation. Licensee has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Licensee and constitutes its valid and binding obligation, enforceable in accordance with its terms, except as limited by laws affecting the enforcement of creditors' rights or equitable principles generally.

7.1.3 Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Licensee (a) does not require the consent of any third party, except such consents as may have been obtained, (b) will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or \ ruling of any governmental authority to which Licensee is a party; and (c) will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, instrument, license or permit to which Licensee is now subject.

7.1.4 Main Studio. Notwithstanding the provisions of Section 1.4 herein above, Licensee warrants and represents that it will maintain its main studio in compliance with the rules, regulations and decisions of the FCC.

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7.1.5 Compliance with Laws. Licensee has operated the Station in all material respects in compliance with all laws, regulations and governmental orders applicable to the conduct of the business and operations of the Station Licensee.



7.2 Representations and Warranties of Programmer. Programmer hereby represents and warrants that:

7.2.1 Organization and Standing. Programmer is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has the necessary corporate power and authority to own, operate and carry on the business of the Station as provided under this Agreement. Programmer is duly qualified to do business in, and is in good standing in the State of Texas.

7.2.2 Authorization and Binding Obligation. Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation, enforceable in accordance with its terms, except as limited by laws affecting creditors' rights or equitable principles generally.

7.2.3 Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Programmer: (a) do not require the consent of any third party, except such consents as have already been obtained; (b) will not violate any provisions of Programmer's certificate of incorporation or by-laws; (c) will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Programmer is a party; and (d) will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, instrument, license or permit to which Programmer is now subject.

7.2.4 Litigation. Programmer is subject to no judgment, award, order, writ, injunction, arbitration decision or decree which would materially adversely affect the conduct of the business of the Station as it is to be conducted under this Agreement, and there is no litigation, pending or investigation pending or, to the best of Programmer's knowledge, threatened against Programmer in any federal, state or local court, or before any administrative agency or arbitrator which would have a material adverse effect upon the Station or which seeks to enjoin or prohibit, or otherwise is reasonably likely to defeat the validity of any action taken or to be taken pursuant to or in connection with this Agreement.

7.2.5 Bankruptcy. No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Programmer are pending or threatened, and Programmer has made no assignment for the benefit of creditors or taken any action in contemplation of or which would constitute the basis for the institution of such insolvency proceedings.

## 8. CERTIFICATIONS



8.1 Programmer's Certification. Programmer hereby certifies that this Agreement complies with the provisions of Sections 73.3555 (a)(1) and (e)(1) of the FCC's rules and regulations.

8.2 Licensee's Certification. Licensee hereby certifies that it shall maintain the ultimate control over the Station's facilities, including but not limited to control over the finances with respect to the operation of the Station, over the personnel operating the Station, and over the programming to be broadcast by the Station.

## 9. PURCHASE AGREEMENT, REPLACEMENT TRANSLATOR FOR LICENSEE

9.1 As long as this Agreement remains in full force and effect and Programmer is not in default under any of its material obligations hereunder, Licensee hereby grants to Programmer or a subsidiary (an entity owned at least 51% by Programmer) the right and option (the "Option") to purchase the Station's assets and shall transfer free and clear all the Station's assets, FCC license and any active permits pertaining to station operation and used in connection with the operation of the Station, real or personal, tangible or intangible (excepting the Station's current studio facilities) (the "Station Assets"), subject to the prior approval of the FCC, for the price of One Hundred Thousand Dollars and no/100 [\$100,000.00](the "Purchase Price") which does not include the Fifty Thousand Dollars paid for this TBA, the execution of which confirms payment of and the sufficiency thereof and upon the terms set forth in the attached Asset Purchase Agreement (the "Purchase Agreement"). It is specifically stated and agreed that the Fifty Thousand Dollars paid as the TBA fee included in this Agreement shall constitute and is herein accepted by the Licensee. At closing, the Station Assets will be delivered free and clear of all liens and encumbrances of any nature whatsoever.

9.2 It is herein agreed that as part of its purchase of the Station, Programmer agrees to take such actions as necessary to provide Licensee with a replacement translator (the "Replacement") for the Station. Said Replacement may be in the Non Commercial-Educations (the "NCE") portion of the FM band and shall be a translator currently authorized by the FCC. The NCE Replacement shall be transferred to the Licensee at no

cost to the Licensee excepting the costs associated with building the NCE's transmitter site facilities at any such site as Licensee may chose to relocate the Replacement. Further details of the NCE Replacement shall be contained in the APA.

9.3 Licensee notes the existence of FCC construction permit BMPFT-20140506AAL (a complete and correct copy of which is attached hereto as Exhibit: 1) issued by the FCC on June 24, 2014 to relocate the Station's transmitter site to a tower identified as FCC Tower #1060537 at Rosenberg, Texas. Licensee herein grants Programmer to make use of such assets of the Station (antenna, transmission line, transmitter, etc.) as may be used and useful from the present Station transmitter site in order to complete the move to the site authorized in the Construction Permit. Programmer agrees to assume all costs associated with said move.

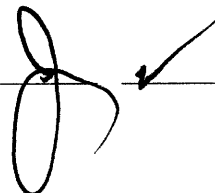
## 10. MISCELLANEOUS

10.1 Modification and Waiver. No modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

10.2 No Waiver: Remedies Cumulative. No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

10.3 Governing Law; Arbitration. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without regard to its principles of conflicts of law. Any dispute arising under or related to this Agreement shall be resolved by binding arbitration in Houston, Texas in accordance with the commercial rules of the American Arbitration Association and judgment upon the arbitrator(s) award (which shall include attorneys' fees and costs to the prevailing party) may be entered in any court of competent jurisdiction.

10.4 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a Partnership or Joint Venture Agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

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10.5 Confidentiality. The parties recognize and acknowledge that in the course of performing their duties under this Agreement, each may from time to time learn of the other's rates and charges, program information, client list(s), and other information which is proprietary, valuable, special and unique to the business of each of the parties, and that the appropriation of such information by others would work substantial and irreparable harm to the other party's business. The parties, therefore, covenant not to communicate or

disclose at any time during or after the term of this Agreement any information relating to client lists or other proprietary information, or any part thereof, to any other person, firm, corporation, association, or other entity for any reason or purpose whatsoever, except as may be necessary to perform the disclosing party's duties hereunder. The parties further agree to exercise their best efforts to prevent the use of copyrighted material and trade secrets by any person or entity which prior thereto has not been authorized by the other to use such information.

10.6 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party hereto may voluntarily or involuntarily assign its interest under this Agreement without the prior written consent of the other party.

10.7 Headings. The headings contained in this Agreement are included for convenience only and shall not in any way alter the meaning of any provision.

10.8 Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.



10.9 Notices. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered by, or mailed by certified mail or Federal Express, postage prepaid, with return receipt requested, and addressed as follows:

If To Licensee: Felipe Villatoro, President  
Primera Igle Evangelica De Apostoles Y Profetas  
5787 S. Hampton Road  
Dallas, Texas 75232  
(214) 434-6357

If To Programmer: Jerome Friemel, President  
The RAFTT Corporation  
10614 Rockley Road  
Houston, Texas 77099  
(713) 564-7064

- 12 -

Initials:

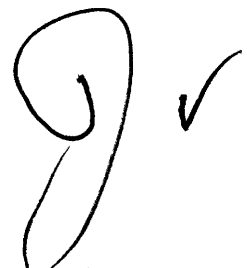
 

10.10 Entire Agreement. This Agreement, including the schedules and exhibits hereto, embodies the entire agreement between the parties and except for the Asset Purchase Agreement attached hereto, there are no other agreements, representations, warranties, or understandings, oral or written, between the parties with respect to the subject matter hereof. Schedules and exhibits are set out separately from the body of this Agreement for convenience only and shall be deemed to be an integral part hereof.

10.11 Severability. In the event that any provision contained in this Agreement is held to be invalid, illegal or unenforceable, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

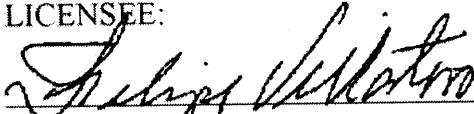
10.12 Brokers. The parties represent to one another that no media broker has been involved in any way, either through introduction of the parties or through negotiations of any kind, and therefore, no brokerage commission is due any party resulting from this transaction.

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SIGNATURE PAGE ON NEXT AND FINAL PAGE)

A handwritten signature, possibly 'J', followed by a checkmark, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


LICENSEE:



Felipe Villatoro, Pastor

Primera Iglesia Evangelica De Apostoles Y Profetas

PROGRAMMER :



Jerome Friemel, President

The RAFTT Corporation