

TRANSFER AGREEMENT

This AGREEMENT is entered into this 23 day of Oct, 2011, by and between CALVARY BAPTIST CHURCH, INC. of Susanville, California (hereinafter called CBC) and JANESVILLE CHRISTIAN FELLOWSHIP (hereinafter JCF) of Janesville, California.

RECITALS

- A. CBC is the exclusive owner of FM Radio Broadcast Translator K249CS, the community of license for which is Susanville, ETC., California, FCC Facility ID No. 8394, located on Shaffer Mtn., Lassen County, California, including all governmental licenses, permits, and authorizations issued by the Federal Communications Commission ("FCC"), the translator equipment for its use at the transmitter site, and the exclusive right to own and operate the translator (hereinafter called "Susanville Translator").
- B. CBC desires to assign and transfer to JCF all of the right, title, and interest of CBC in the Susanville Translator, and JCF desires to acquire this right, title, and interest in the Susanville Translator. In addition to the FCC license for its operation, the assignment and transfer shall include ownership of the translator equipment presently in use at the transmitter site, and in addition, all right and interest in and to contracts, leases, and permits pertaining to and necessary for the use of the transmitter site.
- C. CBC and JCF each agree that the transfer is free of any consideration. Both parties agree that the translator and the rights thereto shall be free and clear of all liabilities, liens, or encumbrances of any kind.
- D. The translator cannot be assigned and transferred without the prior consent of the FCC. The parties agree that within thirty (30) days of execution of this Agreement, each of the parties shall prepare and file with the FCC an application for Consent to Assignment of the translator. Unless the FCC's Consent to Assignment is granted and the assignment and transfer of ownership is completed for the translator within 180 days from the date of this agreement, this agreement will expire. Time is of the essence of this agreement.
- E. Any dispute between the parties arising out of this agreement shall be decided by Arbitration and not by court action.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on its behalf, to be effective as of the date first above written, with the intent to be legally bound.

CALVARY BAPTIST CHURCH, INC.



By: Marvin Benner

JANESVILLE CHRISTIAN FELLOWSHIP



By: Gregory J. Willett