

## GIFT AGREEMENT

THIS AGREEMENT, made this 23<sup>rd</sup> day of September, 2009, by and between HILLTOP CHURCH, a Nevada corporation (hereinafter referred to as Licensee), and K244CE LLC (hereinafter referred to as LLC)

### WITNESS

WHEREAS, Licensee desires to convey all rights, title and interest in FM translator station K244CE Pahrump, Nevada, FCC Facility Identification Number 54320, and FM translator station K261BZ Las Vegas, Nevada, FCC Facility Identification Number 54321 (hereinafter collectively referred to as Translators) and certain related assets pursuant to the terms and conditions stated herein; and

WHEREAS, LLC desires to acquire Translators 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 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 Translators, as shown on the inventory marked Exhibit A, attached hereto and made a part hereof; all contracts listed herein in Exhibit B (which LLC agrees to assume); all broadcast licenses and other authorizations issued by the FCC for the operation of the Translators 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 its knowledge as follows:

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

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

- (c) That it is aware of no ongoing investigation of Translators by the FCC or by any other federal or state government agency, or any conditions at Translators 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 Translators' 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 LLC "AS IS", and makes no warranty with regard to the condition of said personal property;
- (g) That all leases and contracts described in Exhibit B hereto are in full force and effect;
- (h) That it will deliver Translators at Closing free and clear of all debts, liens and other encumbrances;
- (i) That it is duly authorized to enter into this Agreement;
- (j) That it 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's operation of the translator subsequent to the Closing date.

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

- (a) That it is legally, financially and otherwise qualified to become the licensee of Translators;
- (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 it should not be approved, to become the licensee of the Translators;
- (d) That it has inspected the Translators, 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 operation 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 Translators' FCC license(s) within Ten (10) business days after executing this Agreement, and to cooperate fully and diligently in seeking FCC' consent to assignment of translator 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 Translators' licenses 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 Translators' license assignment during that two-week interim period, and provided further that the party seeking cancellation is not in material breach of this Agreement.

8. CLOSING Closing shall take place at the principal office of Licensee 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 translator.

9. CONTROL Prior to Closing, Licensee shall have complete control over the property and operation of the Translators. LLC shall have the right to reasonable access at mutually agreeable times to Translators' logs and papers prior to Closing, and to inspect Translator property. Upon Closing and transfer as contemplated herein, LLC shall have complete control over the Translators' and its use and unlimited supervision over programs to be broadcast over Translators.

10. 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 the Broadcast Licenses described in Exhibit C. Licensee shall assign the BLM 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.

11. 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:  
Hilltop Church  
250 West Nopah Vista Ave.  
Pahrump, NV 89060

If to LLC:  
K244CE, LLC  
Attn: Philip Barnes  
2441 Hacienda Street  
Pahrump, NV 89048

12. 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.

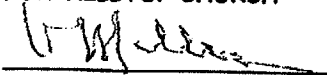
13. ASSIGNMENT. Neither Party shall assign any right under this Agreement nor delegate any duty under this Agreement unless the other Party has consented to any such assignment or delegation in writing. This document shall be binding on the heirs, successors and assigns of the parties hereto and shall 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.

14. 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.

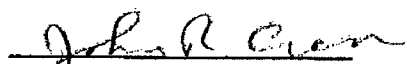
15. AUTHORITY TO EXECUTE The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

16. 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 translator facilities for any period.

FOR: HILLTOP CHURCH

  
Vernon Miller, Treasurer

10-13-09

  
Witness

FOR: K244CE LLC

  
Phillip Barnes, Manager

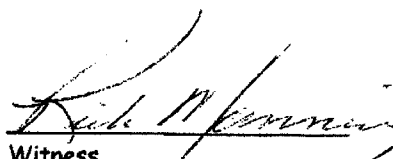
  
Witness

Exhibit A  
Personal Property

Equipment for K261BZ Las Vegas NV

Tepco Transmitter Model J-317 Serial # T623A

10 element Yagi Broadcast antenna

2 element Yagi Receiver antenna.

---

Equipment for K244CE Pahrump NV

Crown FM 250 Transmitter

Denon FM Receiver

Shively Labs model 6812 2bay FM antenna

Andrew feed line, cable ends and supplies

## Exhibit B

### Contracts

Site lease for Translator K261BZ located at the Low Potosi tower site on BLM property, Phyllis Barnes or other mutually agreeable party shall assume lease N-41939 between BLM and Hilltop Church and shall pay the electricity to Tri state Amateur Radio Club, 6916 Creek Side, Las Vegas NV 89145.

AND

Translator K244CE located at 251 W. Nopah Vista Ave., Pahrump NV. Philip Barnes or other mutually agreeable party shall enter a lease with Keily Miller to use the licensed K244CE tower site and pay for the K244CE electricity.

**Exhibit C**  
**Broadcast Licenses**

**K244CE**

**Broadcast License FCC File No. BLFT- 20031014ACY**

**Broadcast Renewal FCC File No. BRFT- 20050525AJM**

**K261BZ**

**Broadcast License FCC File No. BLFT- 19880429TA**

**Broadcast Renewal FCC File No. BRFT- 20050525AJN**