

October 28, 2014

Centro Cristiano De Vida Eterna  
8230 Antoine Drive  
Houston, Texas 77088

Re: Agreement for transfer of translators K217DP

Gentlemen:

This letter sets forth the terms of an Agreement to transfer the FCC License ("License") of FM Translator Station K217DP (FCC ID: 93460)(the "translator") at Barker, Texas currently held by BEST MEDIA, INC. ("BMI") to CENTRO CRISTIANO DE VIDA ETERNA or its affiliates (collectively, "CCVE").

Subject to the terms set forth below ("BMI") holds the following license pursuant to certain authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"):

K217DP (91.3 MHz), Barker, Texas (FCC ID: 93460)

BMI declares the license renewal application for the translator (BRED-20130401AVB) is at this writing, pending FCC action as part of the renewal of co-owned NCE station KGBV (FCC ID: 93400) at Hardin, Texas. BMI desires to transfer and CCVE desires to acquire the FCC Authorizations on the terms set forth herein.

Accordingly, the parties hereby agree as follows:

1. FCC Application.

The parties will file and thereafter prosecute an assignment application with the FCC requesting consent to assign the FCC Authorizations to CCVE. Each party will keep the others reasonably informed as to all material FCC communications with respect to such application. BMI will continue the prosecution of the pending K217DP renewal application.

2. Cooperation With Displacement Application

The parties agree that as currently licensed, the translator's facilities have been displaced by the upgrade of NCE station KPVU (FCC ID: 53347) at Prairie View, Texas. CCVE agrees to engage and be financially responsible for engineering services to identify an alternative channel to the presently licensed channel of the translator. BMI agrees it will file with the FCC and pending Closing as defined herein, will prosecute the application for the alternate channel.

3. Consummation.

After receipt of FCC consent by initial order, the parties will consummate the transfer (the "Closing") within five business days from as follows: (i) the FCC Authorizations will be assigned to CCVE, (ii) the real property leases (if any) included in the will be assigned to and assumed by CCVE and (iii) any other Station Assets will be conveyed to CCVE "as is" by quitclaim bill of sale. Such conveyance is made as a charitable contribution by BMI, for which no consideration is being paid by CCVE. Prior to Closing CCVE shall not, directly or indirectly, control, supervise or direct the operation of the Stations.

#### 4. Representations.

CCVE represents and warrants to BMI that CCVE is qualified under FCC rules and regulations to acquire the FCC Authorizations, CCVE is a 501(c)(3) organization under the Internal Revenue Code of 1986, as amended (the "Code"), and CCVE intends to use the Station Assets to further its exempt purposes under Section 501 of the Code. CCVE acknowledges that BMI makes no representation nor any warranty with respect to the Station Assets. The Station Assets are being conveyed as is. The Station Assets do not include all assets necessary to operate the Stations. The Station Assets include only the items expressly set forth herein.

#### 5. Miscellaneous.

If for any reason, the FCC does not act upon the various applications for transfer of the Permits within a period of six (6) months from the date such application(s) is/are accepted for filing by the FCC, either party may terminate this letter upon written notice to the other parties at any time prior to Closing. In the event of any such termination, the parties shall withdraw the FCC application and thereafter shall have no further obligation or liability hereunder. Each party will be solely responsible for all costs and expenses incurred by it in connection with the terms of this letter. This letter constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof. This letter shall be governed by the laws of the state of Texas without giving effect to choice of law provisions. This letter may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties agree on the date first appearing above:

BEST MEDIA, INC.

\_\_\_\_\_  
By its: \_\_\_\_\_

CENTRO CRISTIANO DE VIDA ETERNS

\_\_\_\_\_  
Its: Pastor