

## TIME BROKERAGE AND MARKETING AGREEMENT

This Local Programming and Marketing Agreement (the "Agreement"), dated as of November 16, 2006, is entered into by and between **Aleluya Christian Broadcasting, Inc.**, a Texas non-profit corporation, the licensee (the "Licensee") of Radio Station KBRZ (AM), Freeport, Texas (the "Station") pursuant to authorizations issued by the Federal Communications Commission (the "FCC" or the "Commission"), and **The RAFTT Corporation**, A Texas business 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 in compliance with applicable regulations of the FCC. The specific terms and conditions are set forth below;

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

### PROPOSED PLAN FOR IMPROVEMENTS

Prior to the effective date of this Time Brokerage and Marketing Agreement, and with the goal of improving the signal of Radio Station KBRZ-AM over the Houston-Galveston radio market, RAFTT shall perform, at its sole cost and expense, the following:

- RAFTT will prepare an application for Licensee to file with the FCC requesting that the FCC grant a Construction Permit ("CP") to allow KBRZ-AM to relocate its transmitter site;
- RAFTT will conduct all engineering studies necessary and prepare all supporting documentation required for the application;
- RAFTT will purchase the land required for the new transmitter site. A legal description of the land, suitable for recordation in the county clerk's office of the county in which the land is located, is attached hereto as Exhibit "A", incorporated by reference herein, and made a part hereof for all purposes.
- RAFTT will, upon the grant of a CP by the FCC construct the new transmitter site. This will include, but not be limited to, new transmitting equipment, new transmitting towers and a new ground system.

### 1. SALE OF AIR TIME

1.1 Broadcast of Programming. Commencing on or about the Effective Date hereof, Programmer shall broadcast on the Station a total of One Hundred Sixty Six (166) hours per week (or whatever amount of time authorized by the FCC during the year except as provided in Section 2.1.3 herein) during the term of this Agreement. Programmer will transmit its programming ("Programming") from the Programmer's studios in Houston Texas. Programming will meet technical quality standards equal to those of the Station's broadcasts prior to the execution of this Agreement.

Revised: November 7, 2006  
Time Brokerage Agreement

Initials: gs

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. Licensee agrees that during the term of this Agreement, Programmer at its own expense shall provide for studio facilities, subject at all times to FCC regulations and policies relating to Licensee's performance of non-delegable obligations.

1.5 Payments. During term of this Agreement, Programmer shall pay Licensee as provided in Exhibit "B" hereto.

1.6 Operating Expenses Programmer shall be responsible for the payment of all ordinary operating expenses of the Station, as provided for in Exhibit "B" hereto.

1.7 Term. The term of this Agreement shall commence when KBRZ-AM commences a regular schedule of broadcast from the new transmitter site under Program Test Authority ("PTA") as granted by FCC. The first day of such broadcasting from the new transmitter site will be deemed the effective date of this Agreement (the "Effective Date") and, unless earlier terminated as provided in this Agreement, shall continue for a period of five (5) years (the "Initial Term"). Upon mutual agreement of the parties, this Agreement may be extended for five (5) additional periods of one (1) year each (the "Renewal Terms"). Each party will be deemed to have agreed to such extension, unless a party gives the other party hereto, written notice of its option not to agree to the extension, more than 90 days from the termination of the Initial Term of this Agreement, or any subsequent Renewal Term. The parties agree to execute a memorandum of effective date, when this Agreement commences.

## 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 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; provided, however, Licensee shall not reject any programming or advertising solely for the reason that such programming or advertising is in a language other than English or Spanish, or solely for the reason that such programming or advertising is of a religion other than the Christian religion, or solely for the reason that such programming is of a doctrine different from that of the Licensee. 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 Emergency Alert System (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 in Section 1.5, multiplied by a fraction, the numerator of which is the number of hours preempted during the applicable month and the denominator of which is Four Hundred Twenty Five (425) 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 have the right to broadcast its own public service programming between the hours of 6:00 a.m. and 7:00 a.m. on Sunday. 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 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 and, as appropriate, to provide others with 'equal opportunities,' "lowest unit charge" and the 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 for approval of Licensee 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. 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 Freeport, Texas and the Freeport 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 "KBRZ" 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 "KBRZ," 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

Commission's rules. Programmer agrees to broadcast sponsored programming 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 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 therefor. 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 availability's 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 Performance Licenses. Licensee shall at all times during the term of this Agreement maintain performance licenses through BMI, SESAC, ASCAP and any other performance, composer, producer licensing organization it may from time to time wish to obtain a license. Licensee and Programmer acknowledge some or all of the above cited organizations may require that in addition to its performance license with the Licensee, the licensing agency may also require a license with the Programmer as a result of this Agreement. Under said circumstances, Programmer agrees to execute such agreements in support of the above cited licenses and Programmer further agrees that the programming it provides on the station will be in full and complete compliance with said license(s). Programmer also agrees to reimburse Licensee for all fees, charges and other payments paid by Licensee under said contracts under terms further contained in 1.6 of this Agreement.

2.4 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 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, 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**. Programmer shall reimburse Licensee for the expenses enumerated in Exhibit "B" hereto.

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, infringement of copyrights and proprietary rights and all similar or related causes of action 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 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 for the maximum period permitted by law.

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 Procedures

4.3.1 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.

4.3.2 If the Indemnifying Party assumes the defense of any such claim or litigation resulting there from, the Indemnifying Party shall take all steps necessary in the defense or settlement of such claim or litigation resulting there from and shall hold 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.

4.3.3 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.

## 5. EVENTS OF DEFAULT AND CURE PERIODS

5.1 Events of Default. The following shall, cure periods, each constitute an Event of Default under this Agreement:

5.1.1 Default In Covenants or Adverse Legal Action. If either party defaults in the performance of any material covenant, condition or undertaking contained in this Agreement; and

5.1.2 Breach of Representation. Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

5.2 Cure Periods. Each party shall have the obligation to notify the other party of any events that, if not cured, would constitute an Event of Default. An Event of Default shall be deemed to have occurred thirty (30) days after the non-defaulting party has provided the defaulting

party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period, assuming such default is curable. This period shall be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

## 6. TERMINATION

6.1 Termination Upon Default. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement, provided that it is not also in material default of this Agreement. If Programmer has defaulted in the performance of its obligations, all amounts accrued or payable to Licensee up to the date of termination which have not been paid, including any amounts which would have been paid or payable had Programmer given proper notice of termination pursuant to Sections 1.5 and 1.6 herein above, less any payment credits outstanding in favor of Programmer, shall immediately become due and payable, and Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities.

### 6.2 Termination for Change in FCC Rules or Policies.

6.2.1 In the event that a federal, state or local government authority, (including, without limitation, the FCC) orders, or announces other action which would require the termination of this Agreement and/or the curtailment, in any materially adverse manner, of the transactions contemplated by this Agreement or, the relationship between the parties hereto or the provision of programming by Programmer hereunder, either party, at its option, may: (a) seek administrative or judicial relief from such order in which event the parties shall cooperate with each other, provided that the party seeking such relief shall be responsible for legal fees and costs incurred in such proceedings, or (b) elect to terminate this Agreement upon proper written notice to the other party. In the event of termination of this Agreement by either party pursuant to the preceding sentence, and in the event that the effective date of termination of this Agreement shall occur in the middle of a calendar month, the Programmer shall be entitled to a proration of the sums owed to or paid to Licensee pursuant to Section 2 hereof, provided that Programmer is not in default under this Agreement as of the effective date of such action of this Agreement. If the FCC designates the license renewal application of the Station for a hearing as a consequence of this Agreement or for any other reason, or initiates any revocation or other proceeding against the authorizations issued to the Licensee, and Licensee elects to contest the action, then Licensee shall be responsible for its expenses incurred as a consequence of the FCC proceeding; provided, however, that Programmer shall at its own expense cooperate and comply with any reasonable request of Licensee to assemble and provide to the Commission information relating to Programmer's performance under this Agreement. In the event that the validity of any portion of this Agreement is called into question by the FCC or as the result of any change in FCC rules or policies, the parties hereto shall consult with the FCC and its staff concerning such matters which would obviate any such FCC questions as to validity while preserving, to the extent possible, the intent of the parties and the economic and other benefits of this Agreement and the portion thereof whose validity is called into question. If the parties cannot agree within reasonable time to a modification or modifications deemed necessary by either party to meet FCC requirements, either may terminate this Agreement upon ten (10) days' written notice to the other party.

### 6.3 Certain Matters Upon Termination

6.3.1 Following termination or expiration of this Agreement for any reason, Programmer shall be solely responsible for all liabilities, debts and obligations accrued from the sale of air time or use of the Station's facilities by Programmer including, without limitation, accounts payable, barter agreements, tradeout agreements, and unaired advertisements. In the event of termination of this Agreement as a consequence of any government order, Programmer shall be entitled to pursue collection of its own accounts receivable accrued from any advertiser which has contracted directly with Programmer for the purchase of advertising time on the Station. If this Agreement is terminated for any reason other than the occurrence of a default by Programmer, there shall be a net proration in favor of Licensee or Programmer, as the case may be, as of 12:01 a.m. on the date of termination for: (i) prepaid income resulting from receipts for the Station prior to the date of termination for services to be rendered in whole or in part thereafter; (ii) prepaid expenses and payments made by Programmer prior to the date of termination for which goods and services will be received by the Station on or after the date of termination; and (iii) payments made by Licensee on behalf of Programmer for goods or services used prior to the date of termination.

6.3.2 No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 5 of this Agreement or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

## 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.

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. MISCELLANEOUS

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

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

9.8 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.

9.9 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: Aleluya Christian Broadcasting, Inc.  
1600 Pasadena Boulevard  
Pasadena, Texas 77502

If To Programmer: The RAFTT Corporation, Attn: Jerome Friemel  
10614 Rockley Road  
Houston, Texas 77099

9.10 Entire Agreement. This Agreement, (including the schedules and exhibits hereto, if any) embodies the entire agreement between the parties and except for the Asset Sale and 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.

9.11 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.

9.12 Brokers. The parties recognize that Knox W. Askins represented Licensee in connection with this Agreement, and John W. Saunders represented RAFTT. RAFTT agrees to pay John W. Saunders, concurrent with its monthly payments to Licensee, six percent (6%) of the amount of each payment to Licensee, except for reimbursed expenses. Each party will be fully responsible for any compensation due to the party representing them in identifying this opportunity and will indemnify and hold harmless the other party from any liabilities due to these representatives in connection with this Agreement. Each party represents and warrants to the other that no other parties are due any compensation in connection with this Agreement.

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

LICENSEE:

Aleluya Christian Broadcasting, Inc.

By: Roberto Ruben Villarreal  
Roberto Ruben Villarreal, President

RAFTT:

The RAFTT Corporation

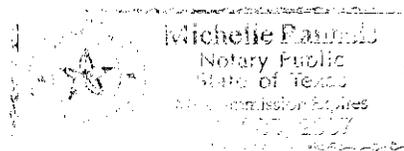
By: Jerome Friemel  
Jerome Friemel, Its President

STATE OF TEXAS &  
&  
COUNTY OF HARRIS &

This instrument was acknowledged before me on the 16th day of November, 2006, by Roberto Ruben Villarreal, President of ALELUYA CHRISTIAN BROADCASTING, INC., a Texas non-profit corporation, on behalf of said corporation.

Michelle Ramsdale  
Notary Public, State of Texas

STATE OF TEXAS &  
&  
COUNTY OF HARRIS &



This instrument was acknowledged before me on the 17th day of November, 2006, by Jerome Friemel, President of THE RAFTT CORPORATION, a Texas business corporation, on behalf of said corporation.

Cynthia Hendricks  
Notary Public, State of Texas

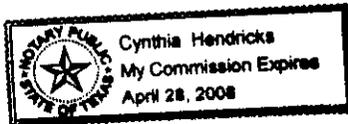


Exhibit "A"

Legal Description of the Land

RAFFT described in the immediately preceding paragraph, and with evidence of good, marketable title from a title insurance company. Any personal property which is not part of the real property, shall likewise be conveyed by RAFFT to Licensee, by appropriate Bill of Sale. Licensee agrees, during the Primary Term, and the Renewal Term, if applicable, of this Agreement, to keep the property free and clear of any liens or encumbrances except for the first lien in favor of RAFFT described in the immediately preceding paragraph, and not to convey, lease, or otherwise encumber the property. This Agreement shall be filed for record in the county clerk's office of the county in which the property described on Exhibit "A" is located.

Right of First Refusal. At any time during the Initial Term or a Renewal Term should Licensee decide to sell the Station, Licensee shall first offer to sell the Station to RAFFT at a price and upon such terms as are not higher or more restrictive than the price and terms which Licensee could obtain from an independent, non-related third party making a bona fide offer for the Station. Licensee shall give RAFFT 30 days written notice of its intent to sell and its offered price. RAFFT may exercise its option to purchase the Station at the offered price by written notice to Licensee prior to the expiration of the 30 day period.

Reimbursement of Licensee's Attorney's Fees. RAFFT agrees to reimburse Licensee 50% of the attorney's fees of Askins & Armstrong, P.C. incurred by Licensee in the preparation of the Time Brokerage and Marketing Agreement.

Exhibit "B"

Payments – Initial Term. During the Initial Term hereof RAFTT shall pay to Licensee [REDACTED] per month. The first monthly payment shall be prorated to the end of the Effective Date month, and thereafter, monthly payments shall be due on the first day of each calendar month.

Payments – Renewal Term(s). During the Renewal Term(s), RAFTT shall pay to Licensee monthly payments as follows, to-wit:

- Year Six - \$ [REDACTED] .00 per month
- Year Seven - \$ [REDACTED] .00 per month
- Year Eight - \$ [REDACTED] .00 per month
- Year Nine - \$ [REDACTED] .00 per month
- Year Ten - \$ [REDACTED] .00 per month

Operating Expenses. On a monthly basis, RAFTT will reimburse Licensee for the following expenses – administrative/engineering personnel (\$500.00 per month); utilities at the transmitter site (actual); insurance at the transmitter site (actual); taxes at the transmitter site (real and personal property) (actual); fees, to include, but not limited to, music license fees, FCC spectrum fees and FCC application fees (actual), and any fees that the FCC shall in the future deem necessary in order to show compliance with FCC rules and regulations regarding Time Brokerage and Marketing Agreements. On the Effective Date of the Initial Term of this Agreement, RAFTT shall pay to Licensee, the sum of [REDACTED] 000.00, as an initial deposit to pay the reimbursable expenses under this paragraph. Licensee shall at the close of each month's business, submit to RAFTT, an itemized statement for such expenses incurred, with supporting documentation attached, which shall be reimbursed by RAFTT to Licensee within 30 days of the mailing of such invoice.

Reimbursement Upon Termination. If Licensee decides to terminate this Agreement at the end of the Initial Term, it agrees to pay RAFTT the sum of \$275,000.00, which shall be deemed to be the value of all of the improvements to the transmitter site at that time. This would include, but not be limited to, all transmitting equipment and towers as well as all other improvements which shall be situated upon the real property but for the purposes of this Agreement shall not be deemed to be a part of the real property, including but not limited to fixtures attached to real property. At the end of each year during the renewal term, this amount will decrease by [REDACTED] 000.00. At the end of ten years, no payment will be due to RAFTT and all improvements, including all transmitting equipment and towers, will be transferred to Licensee at no cost. Licensee grants to RAFTT a first lien on the property described in Exhibit "B", "Conveyance of Assets", to secure Licensee's performance of its obligations under this paragraph.

Conveyance of Assets. RAFTT shall, on the Effective Date convey to Licensee, by General Warranty Deed, with no liens or encumbrances except for the first lien in favor of RAFTT described in the immediately preceding paragraph, the real property described on Exhibit "A", together with all improvements thereon situated, including the building, and all equipment on the transmitter site, free and clear of any liens or encumbrances except for the first lien in favor of