

ION MEDIA NETWORKS, INC.

December 15, 2014

Rev. Marcus Lamb
Word of God Fellowship, Inc.
d/b/a Daystar Television Network
3901 Hwy 121
Bedford, TX 76021

Re: Charitable Contribution of Low-Power Television Station Licenses and Related Assets

Dear Rev. Lamb:

This letter agreement (“**Agreement**”) evidences the mutual understanding between ION Media Networks, Inc., a Delaware corporation (“**ION**”), and Word of God Fellowship, Inc., a nonprofit corporation organized under the laws of the State of Georgia, d/b/a Daystar Television Network, (“**Daystar**”), regarding the contribution by ION to Daystar of certain assets as more particularly described in the attached Exhibit A (the “**Contributed Assets**”).

1. ION desires to make a charitable contribution to Daystar of its entire right, title, and interest in and to the Contributed Assets.
2. The closing date of the transfer of the Contributed Assets to Daystar (the “**Closing Date**”) shall be a date selected by ION following receipt of such governmental and third party consents and approvals as ION shall determine to be advisable. ION and Daystar shall use commercially reasonable efforts to promptly obtain all such approvals. If on the selected Closing Date any governmental or third party consents or approvals that are legally necessary for the transfer of any Contributed Assets by ION to Daystar have not been received, ION shall transfer to Daystar only those of the Contributed Assets as to which it has received all legally required consents or approvals (the “**Transferred Assets**”). ION will contribute to Daystar all of ION’s right, title, and interest in and to the Transferred Assets, and Daystar will accept the Transferred Assets and assume all of the liabilities and obligations arising therefrom, from and after the Closing Date, by signing one or more assignment and assumption instruments, which transfer such Transferred Assets to Daystar pursuant to the terms and provisions in this Agreement, as reasonably requested by ION; provided, however, that Daystar does not agree to assume any liabilities or obligations with respect to the Transferred

Assets which are inconsistent with the warranties, representations and agreements of ION in this Agreement, including but not limited to those described in Section 3 below. Further, if ION receives, after the Closing Date, the consents or approvals that are legally required for the transfer of any additional Contributed Assets to Daystar, it shall transfer such additional assets to Daystar within a reasonable period of time after such consents or approvals are received (and such additional Contributed Assets shall be deemed "Transferred Assets" for purposes of this Agreement). ION agrees (for a period of 120 days) not to withdraw or terminate any requests or applications for consents or approvals which are pending on but not yet approved on the Closing Date, and shall use commercially reasonable efforts (during such 120-day period) to pursue any such consents or approvals from and after the Closing Date.

3. Except as otherwise expressly set forth in this Agreement, all Transferred Assets will, at the time of transfer to Daystar, be transferred free and clear of all liens, security interests, claims and encumbrances.
4. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any contract or any claim, right, benefit or obligation under any contract or resulting from any contract if such an assignment, without the consent of a third party, would constitute a breach or violation of such contract and if consent to such assignment is not obtained on or prior to the Closing Date.
5. On the Closing Date, and thereafter upon receipt of any additional transfers of Contributed Assets, Daystar will provide to ION a written acknowledgement of the contribution satisfying the requirements of Section 170(f)(8) of the Internal Revenue Code (the "**Code**").
6. It is the intention of both ION and Daystar that ION's contribution of the Contributed Assets to Daystar be eligible for a federal income tax charitable contribution deduction as provided by Section 170(a) of the Code.
7. ION's contribution of the Contributed Assets to Daystar will not result in the loss of either Daystar's exemption from federal income tax by Section 501(a) of the Code as a charitable organization described in Section 501(c)(3) of the Code or Daystar's classification as a publicly-supported organization described by Sections 509(a)(1) and 170(b)(1)(A)(i) of the Code. Daystar is a subordinate organization covered by the group exemption letter issued to Full Gospel Fellowship of Churches and Ministers International, Inc. (the "**Fellowship**") by the Internal Revenue Service ("**IRS**"). Accordingly, Daystar has provided to ION copies of (a) the group determination letter

- dated June 3, 2003, received by the Fellowship from the IRS determining that each of the organizations identified on a list annually provided by the Fellowship to the IRS is an entity exempted from federal income tax by Section 501(a) of the Code as a charitable organization described in Section 501(c)(3) of the Code and is classified as a church, within the meaning of Section 170(b)(1)(A)(i) of the Code, (b) a letter from the Fellowship certifying that Daystar is currently a subordinate organization appearing on the list annually submitted to the IRS, and (c) the page of the most recently-submitted list on which Daystar appears. These copies are attached as Exhibit B.
8. Daystar will notify ION in writing within five (5) business days after receipt of formal or informal notification from the IRS that the IRS intends to take any action with respect to Daystar that could affect Daystar's status as a charitable organization described in Section 501(c)(3) of the Code or as a publicly-supported organization described by Sections 509(a)(1) and 170(b)(1)(A)(i) of the Code. This reporting obligation will expire as of March 15, 2018.
 9. The use of the Contributed Assets by Daystar will be related to the purpose or function constituting the basis for Daystar's exemption under Section 501(c)(3) of the Code and will not be in connection with any activity which gives rise to unrelated trade or business income, as defined in Sections 512 and 513 of the Code.
 10. Daystar shall not sell or otherwise dispose of all or substantially all of the Contributed Assets within a three-year period starting with the Closing Date.
 11. ION represents and warrants to Daystar that, as of the date of this Agreement, ION is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware. ION has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by ION of this Agreement, the performance by ION of its obligations hereunder and the consummation by ION of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of ION.
 12. Daystar represents and warrants to ION that, as of the date of this Agreement:
 - a. Daystar is an entity exempted from federal income tax by Section 501(a) of the Code as a charitable organization described in Section 501(c)(3) of the Code.

- b. Daystar is a publicly-supported organization described by Sections 509(a)(1) and 170(b)(1)(A)(i) of the Code and is not a private foundation.
 - c. Daystar is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the state of Georgia. Daystar has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Daystar of this Agreement, the performance by Daystar of its obligations hereunder and the consummation by Daystar of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Daystar.
13. Except as expressly provided in Section 3 above, ION makes no representation or warranty, express or implied, at law or in equity, in respect of the Contributed Assets, including, but not limited to, with respect to (i) merchantability or fitness for any particular purpose, (ii) condition and repair, (iii) the presence of any defects (either patent and latent), (iv) maintenance and upkeep, or (v) the sufficiency of the assets to be used to operate one or more television stations, and, in each case, any such other representations or warranties are hereby expressly disclaimed.
14. Except as expressly provided in Section 3 above, Daystar acknowledges and agrees that ION is transferring the Contributed Assets to Daystar on an “as-is, where-is” basis. Exhibit A identifies the location of those of the Contributed Assets that constitute tangible personal property. Daystar acknowledges that certain of the Contributed Assets relating to the Detroit low-power station are located at ION’s full-power Detroit station, and that Daystar shall be obligated to remove such Contributed Assets from their present location at its own cost and expense within a reasonable period of time after the Closing Date. On or prior to the Closing Date, ION shall provide Daystar with the name and contact information of the ION personnel with whom Daystar shall make arrangements to take possession of such Contributed Assets.
15. Daystar acknowledges and agrees that Exhibit A may contain inaccuracies and that Schedule 3 therein listing the tangible personal property included in the Contributed Assets may include items that are not actually present at the applicable site. ION shall have no liability to Daystar (and Daystar may not make any claim against ION) in respect of any inaccuracies in Exhibit A, including any assets listed therein that are not actually transferred to Daystar.

16. Daystar acknowledges and agrees that as to certain FCC low-power station licenses included in the Contributed Assets, the Contributed Assets do not include any rights as a lessee or licensee of space on a broadcast tower for use by such station in its broadcasting operations, and that it shall be Daystar's sole responsibility to obtain any such rights, as it may determine in its sole discretion to be necessary or desirable.
17. ION and Daystar agree to execute and deliver such other documents or instruments as may be reasonable and necessary in furtherance of the terms and conditions of this Agreement, including but not limited to IRS Form 8283.
18. Daystar has not provided, and will not provide, ION any goods or services or other consideration in connection with ION's contribution of the Contributed Assets.
19. DAYSTAR AGREES TO INDEMNIFY AND HOLD HARMLESS ION AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, OR LIABILITIES WHICH MAY BE ASSERTED AGAINST THEM BY THIRD PARTIES DETERMINED TO HAVE ARISEN OUT OF, OR IN CONNECTION WITH, THE BREACH, FAILURE OR REFUSAL OF DAYSTAR OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, WHETHER BY ACT OR OMISSION, TO OBSERVE AND PERFORM THE LIABILITIES AND OBLIGATIONS DAYSTAR ASSUMED WITH RESPECT TO THE TRANSFERRED ASSETS IN SECTION 2 OF THIS AGREEMENT BY DAYSTAR OCCURRING AFTER THE DATE THE AFFECTED TRANSFERRED ASSETS HAVE BEEN TRANSFERRED TO DAYSTAR. ION AGREES TO INDEMNIFY AND HOLD HARMLESS DAYSTAR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, OR LIABILITIES WHICH MAY BE ASSERTED AGAINST THEM BY THIRD PARTIES DETERMINED TO HAVE ARISEN OUT OF, OR IN CONNECTION WITH, THE BREACH BY ION OF ITS AGREEMENTS IN SECTION 3 OF THIS AGREEMENT AND/OR THE BREACH, FAILURE OR REFUSAL OF ION OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, WHETHER BY ACT OR OMISSION, TO OBSERVE AND PERFORM THE LIABILITIES AND OBLIGATIONS NOT EXPRESSLY ASSIGNED TO AND ASSUMED BY DAYSTAR UNDER SECTION 2 OF THIS AGREEMENT WITH RESPECT TO THE TRANSFERRED ASSETS. THE PARTIES AGREE TO PROVIDE PROMPT WRITTEN NOTICE TO THE OTHER PARTY OF ANY CLAIM OR CIRCUMSTANCE THAT LIKELY WILL GIVE RISE TO A REQUEST FOR INDEMNIFICATION.

20. NEITHER DAYSTAR NOR ION WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
21. This Agreement shall be governed by the laws of the State of New York and, in the event that any party shall bring a suit or cause of action in a court of law for construction, interpretation or enforcement of this Agreement, or for damages for any alleged breach of the terms or provisions of this Agreement, then venue for any such suit or cause of action shall lie exclusively in New York, New York.
22. Neither ION nor Daystar shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Without limitation, such acts may include acts of God, civil or military authority, terrorists, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, extreme weather, or other events beyond the parties' control.
23. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
24. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that a merger, acquisition, change in control, change of ownership or a majority interest, or the sale of a significant portion of the assets of either party shall not constitute an assignment or delegation hereunder.
25. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim

under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to the successors and assigns of either party permitted under Section 23 above.

26. Any notice or demand required or permitted under this Agreement will be in writing and will be personally delivered or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the attention of person(s) at the address specified below.

ION Media Networks, Inc.	Daystar Television Network
Attn: General Counsel	Attn: Business Administrator
601 Clearwater Park Rd.	3901 Hwy 121
West Palm Beach, FL 33401	Bedford, TX 76021

27. In the event that one or more provisions of this Agreement is judicially determined to be invalid, unlawful or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
28. This Agreement and the Exhibits hereto constitute the entire contract between ION and Daystar regarding the Contributed Assets. Any agreements, promises, proposals, negotiations, or representations (whether written, oral, express, or implied) which are not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties. The parties acknowledge and agree that the execution and delivery of this Agreement by facsimile or e-mail transmission shall be valid and binding.

[signatures begin on next page]

Word of God Fellowship, Inc.,
d/b/a Daystar Television Network
December 15, 2014
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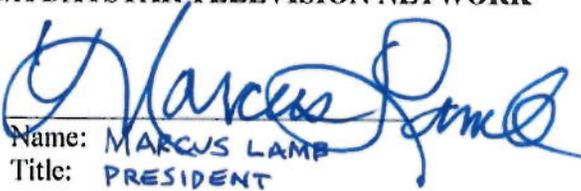
Please evidence Daystar's agreement to, and acknowledgement of the above by counter-
signing this Agreement where indicated below.

ION MEDIA NETWORKS, INC.

By: 
Name: GORDON LAVALETTE
Title: CHIEF FINANCIAL OFFICER

Acknowledged, Agreed and Accepted:

**WORD OF GOD FELLOWSHIP, INC.
D/B/A DAYSTAR TELEVISION NETWORK**

By: 
Name: MARCUS LAMB
Title: PRESIDENT

Dated: 12/15/2014