

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is signed on May 11, 2010 to be effective as of May 13, 2010 (the "Effective Date"), by and between Word of God Fellowship, Inc. d/b/a Daystar Television Network, a Georgia not-for-profit corporation ("Seller"), Code 3 Broadcasting, LLC, a New York limited liability company ("Code 3") and ITV of Buffalo, LLC, a New York limited liability company ("ITV" and together with Code 3, "Buyers").

WITNESSETH:

WHEREAS, Seller is the holder of certain licenses and authorizations issued by the Federal Communications Commission (the "FCC") for the television station identified as WNGS (Facility ID No. 9088), licensed to Springville, New York (the "Station");

WHEREAS, in accordance with applicable FCC requirements and the terms and conditions set forth below, Seller wishes to transfer and assign the Licenses (as defined below) to ITV and ITV wishes to acquire the Licenses from Seller; and

WHEREAS, in accordance with applicable FCC requirements and the terms and conditions set forth below, Seller wishes to sell substantially all of the assets used solely in the operation of the Station to Code 3 and Code 3 wishes to buy such assets from Seller.

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, the parties, intending to be legally bound, agree as follows:

ARTICLE I ASSET PURCHASE AND SALE TERMS

1.1. **Defined Terms.** In this Agreement, capitalized terms shall have the meanings set forth on Exhibit A to this Agreement unless the meaning is given to such term elsewhere in this Agreement.

1.2. **Purchase and Sale of Assets.** Subject to the terms and conditions set forth below, Seller agrees to assign, sell and transfer to, and Code 3 agrees to purchase from Seller, all of Seller's rights, title and interest in and to such of the following real and personal property assets (other than Excluded Assets), and only such of the following real and personal property assets that are used exclusively for and/or were acquired by Seller solely for the operation of, or otherwise relating solely to the ownership and operation of the Station as the same shall exist on the date hereof (collectively, the "Station Assets"), free and clear of any and all Liens:

(a) all books, records, papers and instruments of Seller that relate specifically to the Station Assets or the operation of the Station, including without limitation the Station's local public files and other records required by the FCC to be maintained at the Station, programming information and studies, marketing and demographic data, dealings with customers, vendors and suppliers of the Station, and including computerized books and records

and other computerized storage media used in connection therewith (collectively, the “Books and Records”); provided that Seller shall be entitled to retain copies of any such Books and Records that are necessary for its tax, accounting or legal purposes;

(b) all of Seller’s Intellectual Property that relates specifically to the Station Assets or the operation of the Station as set forth on Schedule 1.2(b);

(c) all of Seller’s real property, real property leases and tower registrations, relating solely to the Station as more fully described in Schedule 2.6 (collectively, the “Real Property”);

(d) all right, title and interest of Seller in, to, and under all licenses, permits, franchises, consents, approvals, variances, exemptions and other authorizations of or from Governmental Entities (other than Licenses) relating to, or used in connection with the operation of the Station or relating to the use or operation of the Station Assets or Real Property, as listed on Schedule 1.2(d) (collectively, the “Permits”);

(e) all of Seller’s supplies, equipment and any property purchased as and relating solely to the operation of the Station (but excluding the Build-Out Equipment), as set forth on Schedule 1.2(e) hereto; and

(f) all warranties, representations, indemnifications, hold harmless provisions and guarantees made by suppliers, licensors, manufacturers, contractors and others in respect of the Station Assets relating to facts, acts, circumstances or omissions that take place on and after the Closing Date.

1.3. **Assignment of License.** Subject to the terms and conditions set forth below, Seller agrees to assign and transfer to ITV, and ITV agrees to assume and accept the assignment and transfer of all of Seller’s rights, title and interest in and to any applications, licenses, permits or authorizations, and any pending licenses, permits or authorizations, issued or granted by the FCC for the operation of, or used or useful in connection with, the Station and its operation, and all applications filed by Seller with the FCC with respect to the Station (collectively, the “Licenses”), all of which Licenses are identified on Schedule 1.3 hereto, free and clear of any and all Liens;

1.4. **Excluded Assets.** Notwithstanding the foregoing, the Station Assets shall not include the following (collectively, the “Excluded Assets”):

(a) cash, cash equivalents and cash items of any kind whatsoever;

(b) contracts of insurance and insurance plans and the assets thereof and rights thereunder;

(c) any rights of Seller or its Affiliates as of the Closing Date to payment for the sale of advertising time and other goods and services by the Station for periods prior to the Closing Date, the collection of which Seller shall be completely responsible;

(d) all contracts and agreements, other than the Tower Lease, including any and all contracts that have terminated or expired prior to the Closing Date, and all rights (including rights of refund and offset relating to any post-Closing events), privileges, and options in favor of Seller relating or pertaining to any of such contracts and agreements arising prior to, on or after the Closing Date;

(e) any and all any agreements, trusts, plans, funds or other arrangements (including all rights in connection with any assets) under which benefits (including retirement benefits) or employment is provided for or on account of any of the present or former employees of Seller and/or Seller's ERISA Affiliates, their dependents and/or their beneficiaries;

(f) any and all personnel records of employees of Seller; and

(g) all claims for refunds of taxes and other governmental charges of whatever nature.

1.5. **No Assumption of Seller Liabilities.** Except as to the Buyers' obligations to pay and reimburse Seller for the Build-Out Cost as provided in Section 4.7 below and except to the extent otherwise provided by the express provisions of this Agreement, notwithstanding anything contained in this Agreement to the contrary, Buyers shall not assume or in any way be liable or responsible for, (and Code 3's title to the Station Assets and ITV's title to the Licenses after the Closing shall not be subject to) any liabilities or obligations of Seller (whether or not referred to in any Schedule or Exhibit hereto), it being expressly acknowledged that it is the intention of the Parties hereto that all liabilities and obligations that Seller has or may have in the future (whether accrued, absolute, contingent, unliquidated or otherwise, whether or not known or disclosed to Buyer, and whether due or to become due) (the "Excluded Liabilities"), shall be either discharged by Seller prior to the Closing or shall remain the liabilities and obligations of Seller following the Closing. Without limiting the generality of the foregoing, the Excluded Liabilities, shall include but shall not be limited to the following:

(a) any liabilities and obligations of Seller relating to the Excluded Assets;

(b) any liability or obligation of Seller under any mortgage, deed of trust, security agreement or financing statement, or any note, bond or other instrument or obligation secured thereby;

(c) any liability or obligation arising under any contracts, commitments, leases or agreements to which Seller or the Station is a party, other than: (i) the lessee's duties and obligations under the Tower Lease for periods after Closing and (ii) Buyers' respective obligations in this Agreement regarding payment and reimbursement of the Build-Out Expenses;

(d) any liability or obligation of Seller, whether relating to a claim currently pending or hereafter asserted, arising out of the employment relationship between Seller and any of Seller's present or former employees including, without limitation, accrued vacation or severance pay, any claim for wrongful discharge, breach of contract, unfair labor practice, employment discrimination, unemployment or workers' compensation;

(e) any liability or obligation including, without limitation, any withdrawal liability, of Seller and/or Seller's ERISA Affiliates arising under, in respect of or in connection with any agreement, trust, plan, fund or other arrangement under which benefits (including welfare and/or retirement benefits) or employment is provided for or on account of any of Seller's and/or Seller's ERISA Affiliates' present or former employees, their dependents and/or their beneficiaries;

(f) any liabilities or deficiencies for any income taxes or similar assessments or any sales, excise, occupation, use, ad valorem, property, production, severance, transportation, employment, payroll, franchise, real estate taxes attributable to or assessed on the basis of any period of time prior to the Closing, or other tax imposed by any United States federal, state, or local taxing authority, including any interest, penalties, or additions attributable thereto;

(g) any liability or obligation of Seller in respect of any Environmental Liabilities arising out of or relating to the operation of the Station, Seller's business or Seller's ownership, leasing or operation of the Real Property attributable to periods commencing July 31, 2009 and ending on or prior to the Closing Date; and

(h) except to the extent otherwise provided by the express provisions of this Agreement, any liability of Seller directly and proximately caused by Seller's acts or omissions occurring before or after the Closing Date not otherwise authorized or contemplated under this Agreement or any ancillary document entered into at the Closing, except to the extent of liability of Seller that is caused by the breach of Buyer's obligations emanating from this Agreement and/or the negligent act or omission of Buyer.

1.6. **Purchase Price; Build-Out Costs and Payment.**

(a) The purchase price for the Station Assets and the License shall be Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000) (as adjusted pursuant to the purchase price adjustments set forth herein, the "Purchase Price"). Buyers have delivered the Escrow Deposit to the Escrow Agent. The Escrow Deposit shall be credited toward the Purchase Price as set forth below and shall be governed by the terms of the Escrow Agreement. All sums indicated in this Agreement shall be in United States Dollars and, except to the extent of the portion of the purchase price that is included in the Code 3 Note defined below, shall be in cash or cash equivalent. The Purchase Price shall be paid by Buyers at the Closing as follows:

(i) The Escrow Deposit, less any amounts paid pursuant to Section 4.5, shall be delivered at Closing by wire transfer of immediately available funds to an account designated in writing by Seller to the Escrow Agent;

(ii) Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) shall be delivered at Closing by wire transfer of immediately available funds to an account designated in writing by Seller to Buyers, subject to adjustments for pro ration of real estate taxes, utilities and water and sewer charges as of the Closing Date;

(iii) Ninety Thousand and 00/100 Dollars (\$90,000.00) shall be delivered in the form of a promissory note payable to Seller and executed by Code 3 in the form attached hereto as Exhibit C (the "Code 3 Note"), which Code 3 Note and the Code 3 Guaranty

shall be secured by a security interest in the Station Assets pursuant to a security agreement in the form of the Code 3 Security Agreement executed by Code 3 and Seller; and

(iv) Two Million One Hundred Sixty Thousand and 00/100 Dollars (\$2,160,000.00) shall be delivered in the form of a promissory note payable to Seller and executed by ITV in the form attached hereto as Exhibit D (the "ITV Note", and the ITV Note together with the Code 3 Note being collectively referred to as the "Notes"), which ITV Note and the ITV Guaranty shall be secured by a pledge of all of the membership interests in and to ITV, as evidenced by pledge agreements in the form of the Pledge Agreements executed by all of the members of ITV and by a security agreement in the form of the ITV Security Agreement executed by ITV and Seller.

(b) Each of the Notes shall accrue interest at a rate of five percent (5%) per annum. Interest only shall be payable quarterly during the twelve month period beginning on the Closing Date. Thereafter equal, level payments of principal and interest shall be paid quarterly on the first day of each calendar quarter in amounts sufficient to fully amortize the debt respectively evidenced by the Notes after sixteen quarterly payments, at which time all outstanding amounts of principal and interest shall be paid in full. Notwithstanding anything contained herein to the contrary, the Notes may be prepaid at any time in whole or in part without penalty or premium. ITV and Code 3 shall execute the ITV Guaranty and the Code 3 Guaranty, respectively, to guarantee payment of the Notes. The form of the ITV Guaranty and Code 3 Guaranty are attached to this Agreement as Exhibit E. All payments due under the Notes shall be subject to Buyers' right of set-off in Section 11.7 of this Agreement. In the event of a conflict between the terms of the Notes and this Section 1.6, the language of the Notes shall take precedence and prevail.

(c) The Purchase Price shall be allocated in the manner set forth on Schedule 1.6(c). Seller and Buyers shall report the transactions contemplated hereby on all tax returns in a manner consistent with such allocation.

(d) At the Closing, Buyers shall pay to Seller the actual amount of the Build-Out Costs by wire transfer of immediately available funds to an account designated in writing by Seller to Buyers.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyers as follows:

2.1. **Organization, Standing and Qualification.** Seller is a not-for-profit corporation duly organized, validly existing and in good standing under the law of the State of Georgia, and neither the nature of the business conducted by Seller, nor the character of the properties owned, leased or otherwise held by Seller makes any qualification necessary in any other state, country, territory or jurisdiction. Subject to completion of the Build-Out in accordance with the Construction Permit requirements and the conditions in the Construction Permit and commencement of broadcast of the Station signal prior to June 12, 2010, Seller has the full and unrestricted power and authority to own, lease and operate the Station Assets, to

carry on its business as now conducted, and to enter into and perform (subject to approval of the assignment of the Licenses by the FCC) the terms of this Agreement, the agreements and instructions referred to herein, and the transactions contemplated hereby and thereby.

2.2. **Authorization and Binding Obligation.** The execution, delivery and performance of this Agreement and the Transaction Documents by Seller have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly signed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as the enforceability may be affected by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

2.3. **Absence of Violation, Conflicting Agreements.** Seller's execution, delivery and performance of this Agreement (with or without the giving of notice, lapse of time, or both): (i) do not require the consent of any third party other than the FCC and those consents set forth on Schedule 2.5(d); (ii) will not violate any provision of its Articles of Incorporation or By-laws; (iii) will not violate any Applicable Law, judgment, order, injunction, decree, rule, regulation, ordinance or ruling of any court or Governmental Entity, including the FCC, subject to approval of the assignment of the Licenses to ITV by the FCC; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which Seller is a party or by which Seller, the Station, or any of the Station Assets may be bound, such that Buyers could not acquire the Station Assets, subject to approval of the assignment of the Licenses to ITV by the FCC and completion of the Build-Out in accordance with the Construction Permit requirements and the conditions in the Construction Permit and commencement of broadcast of the Station signal prior to June 12, 2010.

2.4. **Litigation; Compliance with Law.** There is no action, suit, investigation, administrative proceeding, claim, arbitration or litigation pending or, to Seller's Knowledge, threatened against or involving Seller, the Station Assets, the Station or the Station's business and operations, at law or in equity, or before or by any court, arbitrator or Governmental Entity, and Seller is not operating under or subject to any order, judgment, decree or injunction of any court, arbitrator or Governmental Entity, except for those listed in Schedule 2.4. To Seller's Knowledge, no outstanding violation of any Applicable Laws, applicable to the Station Assets, the Station and Seller's operation of the Station currently exists.

2.5. **Seller's Acquisition of the Station Assets and Licenses; Title to Assets.**

(a) Except for the Excluded Assets and the Licenses to be acquired by ITV, the Station Assets to be acquired by Code 3 at the Closing constitute all of the real, personal, and mixed assets, both tangible and intangible, that are used or held by Seller for use in the business and operations of the Station as presently conducted.

(b) Seller is the sole and exclusive legal and equitable owner of all right, title and interest in, and has good and, to the Knowledge of Seller, marketable title to, the Station

Assets, free and clear of any Liens, except for and subject only to any Lien set forth in Schedule 2.5(b), which Lien shall be removed prior to or contemporaneously with the Closing Date.

(c) On the Closing Date, Code 3 shall acquire all of Seller's right, title and interest in, the Station Assets.

(d) At Closing, all of the Station Assets to be transferred hereunder will be located at the Real Property (and the antenna and signal transmission tower of the Station) and Seller's interests therein are transferable by Seller acting alone, and no consent on the part of any other Person is necessary to validate the transfer to Buyer, except the Licenses are not assignable without the consent of the FCC as provided by law.

2.6. **Real Property.** Schedule 2.6 sets forth a list and description of all Real Property owned, leased, occupied or used by Seller in the operation of the Station. Seller has fee simple ownership of that portion of the Real Property other than and excluding that portion of the Real Property that is the subject of the Tower Lease (the "Owned Real Property"). The Real Property is the only real property being sold and conveyed and/or assigned herein that is used in, held for use in connection with, or necessary for the conduct of the business or operation of the Station as now operated. With respect to the Owned Real Property: (i) Seller has or will have immediately prior to Closing, good and insurable title, free and clear of any Liens, covenants, conditions, easements and exceptions, (ii) there are no pending or, to Seller's Knowledge, threatened condemnation proceedings, suits or administrative actions relating to the Real Property and no other matters which individually or in the aggregate, if adversely determined, could have a Material Adverse Effect on the Real Property; (iii) to the Seller's Knowledge, all facilities have received all approvals of all Governmental Entities (including permits) required in connection with the ownership or operation thereof and have been operated and maintained in accordance with Applicable Laws, ordinances, rules and regulations; (iv) to the Seller's Knowledge, there are no contracts, permits, licenses, easements or other agreements granting to any Person the right of use or occupancy of any portion of the Real Property, and there are no other parties in possession of any of the Real Property; and (v) to the Seller's Knowledge, there are no outstanding options or rights of first refusal or similar rights to purchase any of the Real Property or any portion thereof or interest therein.

2.7. **Condition of Tangible Assets.** Omitted Intentionally.

2.8. **Intellectual Property.** All of the Intellectual Property that is a part of the Station Assets may be transferable to Code 3 by the Seller; acting alone, and no consent on the part of any other Person is necessary to validate the Seller's transfer thereof to Code 3. Seller does not pay a royalty to anyone under any of the Intellectual Property that is a part of the Station Assets. Seller has not received any written notice that, nor, to Seller's Knowledge, is it aware that, any service rendered by Seller or Intellectual Property owned or used by Seller relating to the business of the Station may infringe on any trademark, service mark, trade name, copyright, patent, trade secret or other similar legally protectable right of another.

2.9. **FCC and Governmental Matters.**

(a) Schedule 2.9(a) contains a true and complete list of the Licenses for the conduct of the business and operations of the Station in the manner it is presently conducted. Seller is the authorized legal holder of the Licenses and the Licenses are valid and in full force and effect through the dates set forth on Schedule 2.9(a), subject to the FCC requirement that the Station broadcast a signal in accordance with the Construction Permit prior to June 12, 2010 in order to prevent forfeiture of the Licenses. The operations of the Station are in accordance with the Licenses.

(b) Except as set forth in Schedule 2.9(b) and in Section 2.9(a) above and except for actions or proceedings affecting television stations generally, (i) no application, action, complaint, petition, notice of violation, unpaid forfeiture or proceeding is pending or, to Seller's Knowledge, threatened before the FCC relating to the business or operations of the Station and (ii) no investigation is pending or threatened before the FCC relating to the business or operations of the Station. Except as set forth in Schedule 2.9(b) and in Section 2.9(a) above, no application, action, complaint, petition, notice of violation, or proceeding is pending or, to Seller's Knowledge, threatened, and to Seller's Knowledge, there has been no act or omission of Seller or the members, officers, directors, agents or employees of Seller, which may result in the revocation, modification, non-renewal or suspension of any of the Licenses, the denial of any pending applications, the issuance of any cease and desist order, the imposition of any administrative actions by the FCC with respect to the Licenses or which may affect Buyers' ability to continue to operate the Station as it is currently being operated.

(c) Except as set forth in Section 2.9(a) above, to Seller's Knowledge, there is no fact, condition or event relating to Seller or the Station that might cause the FCC to deny consent to the assignment of the Licenses as provided for in this Agreement.

(d) To the Seller's Knowledge, if and when the Station signal is recommenced in accordance with the Construction Permit prior to June 12, 2010, the Station is a full power station which will enjoy carriage under the FCC's Must Carry rules for local full power channel carriage on the franchised cable systems and satellite carriers in the Buffalo, New York DMA.

2.10. **Reports and Records.** To Seller's Knowledge, all applications, reports and statements relating to the Station currently required to be filed after July 31, 2009 by Seller with the FCC, and all material applications, reports and statements relating to the Station currently required to be filed after July 31, 2009 by Seller with any other Governmental Entity, have been filed and are true, correct and complete in all material respects. All such reports, applications and statements shall continue to be filed on a current basis until the Closing Date.

2.11. **Contracts.** Seller has delivered or made available to Buyers true, correct and complete copies of all of Seller's contracts (and all amendments and modifications thereto) that relate to the operation of the Station and/or Station Assets ("Contracts") prior to the execution of this Agreement. The unperformed obligations ascertainable from the terms on the face of such written contracts are the existing unperformed obligations thereunder. To the Seller's Knowledge, each such Contract is in full force and effect, constitutes a valid and binding obligation of, and is legally enforceable in accordance with its terms against, Seller, and to

Seller's Knowledge, the other parties thereto, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity. To the Seller's Knowledge, Seller has complied with all of the material provisions of such Contracts and is not in default thereunder, and there has not occurred any event which (whether with or without notice, lapse of time, or the happening or occurrence of any other event) would constitute such a default. To Seller's Knowledge, there has not been (i) any failure of any other party to any such Contract to comply with all provisions thereof; (ii) any default by any third party thereunder; (iii) any threatened cancellation thereof; (iv) any outstanding dispute thereunder; or (v) any basis for any claim of any material breach or default thereunder by any third party where such failure, breach or default is likely to have a Material Adverse Effect.

2.12. **Related Parties.** Neither Seller nor any Affiliate, officer, director, shareholder, employee or family member of any officer, director, shareholder or employee of Seller has any interest whatsoever in any Person which has had any business transactions with Seller relating to the Station Assets or the Station that will prevent Seller from consummating its obligations under this Agreement.

2.13. **Taxes.** Seller has filed all tax returns and forms required to be filed, and has paid in full all Taxes, estimated Taxes, interest, penalties, assessments and deficiencies which have become due pursuant to such returns or without returns or pursuant to any assessments received by Seller that will or could adversely affect the Station Assets or the Seller's ability to convey the Station Assets and Licenses free and clear of Liens. Seller is not a party to any pending action or proceeding, and, to Seller's Knowledge, there is no action or proceeding threatened by any government or authority against Seller, for assessment or collection of Taxes that will or could adversely affect the Station Assets or the Seller's ability to convey the Station Assets and Licenses free and clear of Liens; and no unresolved claim for assessment or collection of Taxes has been asserted against Seller that will or could adversely affect the Station Assets or the Seller's ability to convey the Station Assets and Licenses free and clear of Liens.

2.14. **Employee Benefit Plans.** Omitted Intentionally.

2.15. **Environmental Matters.** As discussed below in Section 2.19, Seller purchased the Station and Licenses out of a bankruptcy proceeding and Seller has not operated the Station since July 31, 2009. As a result, Seller has not operated the Station or made an investigation or inspection of the Real Property and has limited to no knowledge as to the environmental or physical condition of the Real Property. Nothing in this Agreement shall be construed or applied as imposing on Seller any duty to inspect or observe the Real Property with respect to any defect or physical or environmental condition in, on or under the Real Property, and any express or implied duty to the contrary is hereby expressly disclaimed. The representations and warranties of the Seller in this Section 2.15 are thus based on Seller's Knowledge, absent any further investigation or inquiry, and absent the existence of constructive or imputed notice that might otherwise result from any document or information that is a matter of public or private record (other than Seller's own records) regarding the environmental or physical condition of the Real Property shall not be deemed to create or impute any constructive notice to Seller.

(a) For purposes of this section, the term “Hazardous Materials” includes but is not limited to polychlorinated biphenyls, asbestos, lead-based paints, petroleum, any wastes, substances, or materials, whether solids, liquids or gases, that are deemed hazardous, toxic, pollutants, or contaminants, including but not limited to substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1802 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; or other Applicable Laws, including any plans, rules, regulations, orders, or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding Applicable Laws or other similar Applicable Laws now or hereafter in effect relating to the protection of human health and the environment (collectively “Environmental Laws”).

(b) There are no pending or, to Seller’s Knowledge, threatened actions, suits, claims, legal proceedings or any other proceedings based on Hazardous Materials or the Environmental Laws at the Owned Real Property, or any part thereof, arising from Seller’s activities at the Owned Real Property involving Hazardous Materials or, to Seller’s Knowledge, arising from any other source.

(c) To Seller’s Knowledge, there are no conditions, facilities, or any other facts or circumstances which could give rise to claims, expenses, losses, liabilities, or governmental action against Buyers in connection with any Hazardous Materials present at or disposed of from the Owned Real Property, including without limitation the following conditions arising out of, resulting from, or attributable to, the assets, business, or operations of Seller at the Owned Real Property: (i) the presence of any Hazardous Materials on the Owned Real Property or the release or threatened release of any Hazardous Materials into the environment from the Owned Real Property; (ii) the off-site disposal of Hazardous Materials originating on or from the Owned Real Property or the business or operations of Seller; (iii) the release of any Hazardous Materials into any storm drain, sewer, septic system or publicly owned treatment works; (iv) any noncompliance with federal, state or local requirements governing occupational safety and health, or presence or release in the air and water supply systems of the Owned Real Property of any substances that pose a hazard to human health or an impediment to working conditions; or (v) any facility operations, procedures or designs, which do not conform to the statutory or regulatory requirements of any Environmental Laws.

(d) To Seller’s Knowledge, neither polychlorinated biphenyls nor asbestos-containing materials are present on or in the Real Property.

(e) To Seller’s Knowledge, the Real Property contains no underground storage tanks, or underground piping associated with tanks, used currently or in the past for the management of Hazardous Materials.

2.16. **Labor Relations.** Omitted Intentionally.

2.17. **Permits.** Omitted Intentionally.

2.18. **Brokers and Finders.** Neither Seller nor any of its respective officers, directors, employees or agents has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated hereby.

2.19. **Special Circumstances of Seller Acquisition; Scope of Representations and Warranties; Disclaimer of Certain Warranties.** Seller acquired the Station, Station Assets and Licenses from the prior owner, EBC BUFFALO, INC. ("EBC"), on July 31, 2009 pursuant to a sale of assets by EBC, as a Chapter 11 bankruptcy debtor-in-possession in Case No. 4:08-BK-17646 pending in the United States Bankruptcy Court for the Eastern District of Arkansas (the "Bankruptcy Court"). At the time of acquisition of the Station by Seller, EBC had ceased to broadcast the Station signal. Prior to July 31, 2009, all broadcast of the Station signal ceased. Subsequent to July 31, 2009, Seller has not operated the Station or broadcast any signal for the Station. Consequently, Seller has not assigned employees to work at or on the Real Property or in the business operation of the Station. No employees of Seller have conducted any broadcast or operated the Station prior to the date of this Agreement. Because Seller has not conducted any broadcasts or operated the Station prior to the date of this Agreement, Seller has no knowledge of the condition, quality or fitness of any of the Station Assets for any purpose. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND EXCEPT TO THE EXTENT OF EXPRESS WARRANTIES OF SELLER CONTAINED IN THIS ARTICLE II, IF ANY, MADE BY THE EXPRESS LANGUAGE OF THIS AGREEMENT, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT THE STATION ASSETS SHALL BE ASSIGNED AND CONVEYED TO BUYERS "AS IS" "WHERE IS" AND "WITH ALL FAULTS". SELLER IS NOT MAKING AND HAS NOT MADE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO CONDITION OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, SUITABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE STATION ASSETS, EACH OF WHICH IS HEREBY DISCLAIMED.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyers represent and warrant to Seller as follows:

3.1. **Organization and Standing.**

(a) Code 3 is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, and has all requisite limited liability company power and authority to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyers and to carry out the transactions contemplated hereby and thereby.

(b) ITV is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, and has all requisite limited liability company power and authority to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyers and to carry out the transactions contemplated hereby and thereby.

3.2. **Authorization and Binding Obligation.** The execution, delivery and performance of this Agreement and the Transaction Documents to which each Buyer is a Party by the respective Buyers and their members, as applicable, have been duly and validly authorized by all necessary action on the part of Buyers and their members. This Agreement has been duly signed and delivered by Buyers and constitutes the legal, valid and binding obligation of Buyers, enforceable in accordance with its terms, except as the enforceability may be affected by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

3.3. **FCC Qualifications.** Buyers are legally, financially, technically and otherwise qualified under the Communications Act of 1934, as amended, and under the rules and regulations of the FCC, to become the holder of the Licenses. Buyers do not know of any facts which would cause the FCC to withhold or delay its consent to the assignment of the Licenses to Buyers, and should any facts come to Buyers' attention, Buyers shall promptly notify Seller, and Buyers shall use commercially reasonable efforts and take such steps as may be necessary to remove any such impediment to the assignment of the Licenses to Buyers.

3.4. **Absence of Violation, Conflicting Agreements.** Buyers' execution, delivery and performance of this Agreement (with or without the giving of notice, lapse of time, or both): (i) does not require the consent of any third party other than the FCC; (ii) will not violate any provision of Buyers' respective Articles of Organization or Operating Agreements; (iii) will not violate any Applicable Law, judgment, order, injunction, decree, rule, regulation, ordinance or ruling of any court or Governmental Entity; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which Buyers are a party or by which Buyers may be bound, such that Buyers could not acquire the Station Assets.

3.5. **Litigation; Compliance with Law.** There is no action, suit, investigation, administrative proceeding, claim, arbitration or litigation pending or, to Buyers' knowledge, threatened against or involving Buyers, at law or in equity, or before or by any court, arbitrator or Governmental Entity, and Buyers are not operating under or subject to any order, judgment, decree or injunction of any court, arbitrator or Governmental Entity.

3.6. **Brokers and Finders.** Neither Buyers nor any of their respective officers, directors, employees or agents has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated hereby.

ARTICLE IV COVENANTS OF SELLER

Between the date hereof and the Closing Date, except as contemplated by this Agreement or with the prior written consent of Buyers, Seller hereby covenants and agrees:

4.1. **Negative Covenants of Seller.** Without limiting the generality of the foregoing, prior to the Closing, with the exception of the Seller's completion of the Build-Out and commencement of broadcast of the Station in accordance with this Agreement and the Construction Permit, Seller shall not, without the prior written consent of Buyers:

(a) make any material change in the ongoing operations of the Station Assets or the Station, except as otherwise required by the FCC, provided prompt notice of any such required change is first provided to Buyers;

(b) create, incur, guarantee or assume any indebtedness for borrowed money in respect of the Station or the Station Assets, which obligation will not be discharged on or before the Closing Date;

(c) mortgage or pledge any of the Station Assets or create or suffer to exist any Lien thereon other than Liens which will be released on or prior to the Closing;

(d) sell, lease, transfer or otherwise dispose of, directly or indirectly, any of the Station Assets other than in the ordinary course of business, provided that any such Station Assets are replaced with comparable assets of equal or greater value;

(e) acquire or enter into any network affiliation agreement, time brokerage agreement, local marketing arrangements, joint brokerage agreements or similar contracts which will bind the Station beyond the Closing Date except as specifically provided for herein;

(f) amend, modify or change any existing material lease (including without limitation the Tower Lease), contract, license or permit or agreement relating to the Station and constituting part of the Station Assets, other than in the ordinary course of business and except as specifically provided for herein or as may be required by order or regulation of the FCC, provided prompt notice of any such amendment or FCC order or regulation is first provided to Buyer;

(g) acquire or enter into any new agreement or contract which will bind the Station beyond the Closing Date except as specifically provided for herein;

(h) permit any current insurance or reinsurance policies to be canceled or terminated or any of the coverages thereunder to lapse if such policy covers Station Assets or insures risks, contingencies or liabilities related to the Station, unless simultaneously with such cancellation, termination or lapse, replacement policies providing coverage equal to or greater than the coverage canceled, terminated or lapsed are in full force and effect and written copies thereof have been provided to Buyer;

(i) take any action which makes any of the representations or warranties of Seller contained in this Agreement untrue or inaccurate in any material respect as of any time from the date hereof to the Closing Date or which intentionally results in any of the conditions set forth in this Agreement not being satisfied; or

(j) authorize or propose, or agree in writing or otherwise to take, any of the actions described in this Section.

4.2. **Affirmative Covenants of Seller.** Between the date hereof and the Closing Date, except as otherwise contemplated by this Agreement or with the prior written consent of Buyers, Seller hereby covenants and agrees:

(a) to notify Buyers promptly of the commencement or threat of any claim, suit, action, arbitration, legal, administrative or other proceeding, governmental investigation or tax audit against (i) Seller or (ii) any other Person that relates in any way to, or that could reasonably be expected to materially and adversely affect the Licenses or any of the Station Assets;

(b) to conduct its business and operations with respect to the Station in the same manner in which the same have heretofore been conducted, and maintain its books of account in the same manner as heretofore maintained;

(c) promptly notify Buyers orally and in writing of any change in Seller's financial or operating position that would have a Material Adverse Effect;

(d) promptly notify Buyers orally and in writing if any representation or warranty of Seller made in this Agreement, or any Schedule, document, statement, certificate or other information furnished or to be furnished to Buyers by or on behalf of Seller pursuant hereto or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statement of facts made therein not misleading.

4.3. **Conduct and Preservation of Business.** Seller (i) shall, with respect to the Station at the Real Property, comply with all FCC rules or regulations applicable to the Station and the Licenses, and in compliance with all other laws; and (ii) shall preserve, maintain and protect the Station Assets.

4.4. **No-Shop Provision.** For so long as this Agreement has not been terminated due to Buyer's default of its obligations hereunder, Seller shall not, directly or indirectly, (i) solicit, initiate, or knowingly encourage any Acquisition Proposal or (ii) engage in negotiations with any Person that is considering making or has made an Acquisition Proposal. For so long as this Agreement has not been terminated due to Buyer's default of its obligations hereunder, Seller shall immediately cease and cause to be terminated any existing negotiations with any Person conducted heretofore with respect to any Acquisition Proposal. If Seller or its Affiliates shall hereafter receive any bona fide Acquisition Proposal during any period of time when this Section 4.4 prevents Seller from participating in same, Seller shall immediately communicate the terms of such proposal to Buyer.

4.5. **Bulk Sales Tax; Indemnity Regarding Same.** The Buyers hereby waive compliance with the bulk sales provisions of 1141(c) of Article 28 of the New York Tax Law and SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY UNPAID TAXES OWING BY SELLER OR RESULTING FROM THE FAILURE TO SO COMPLY WITH SUCH SECTION. Buyers shall be entitled to setoff any such amounts Buyers become liable for, from amounts due Seller under the Notes pursuant to Section 11.6.

4.6. **Third Party Consents.** Seller shall obtain all consents, approvals, orders, authorizations, and waivers of, and to effect all declarations, filings, and registrations with, all third parties (including Governmental Entities) (collectively, the “Consents”) that are necessary, required, or reasonably deemed by Buyers to be desirable to enable Seller to transfer the Station Assets to Buyers as contemplated by this Agreement and to otherwise consummate the transactions contemplated hereby; provided, however, that all costs and expenses including without limitation attorneys’ fees and engineering fees associated with the Assignment Application and prosecution thereof shall be borne as provided in Section 5.2 below. All costs and expenses of obtaining or effecting any and all of the consents, approvals, orders, authorizations, waivers, declarations, filings, and registrations referred to in this Section other than those associated with the Assignment Application and the Build-Out Cost reimbursement shall be borne by Seller; provided, however, that Seller shall not be required to bear the cost of negotiating any changes that Buyers may wish to have made in the terms of any agreements or authorizations for which consents to assignment are sought.

4.7. **Digital Build-Out; Tower Lease.** Seller shall obtain all necessary permits to complete the Build-Out prior to Closing in accordance with the Construction Permit and all Applicable Laws. To the extent not otherwise approved in advance by Code 3 or Code 3’s representatives (Jeff Reynolds or Mark Ewart), Seller shall submit to Philip A. Arno, on behalf of Code 3, for approval in advance, any contracts, expenditures or other arrangements for completing the Build-Out (including for agreements to purchase the Build-Out Equipment, which Build-Out Equipment is listed on Schedule 4.7), which approval will not be unreasonably conditioned, withheld or delayed by Philip A. Arno on behalf of Code 3. Buyers shall reimburse Seller for all of the Build-Out Costs in an amount not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00) in accordance with Section 1.6(d); provided, however, that Buyers shall pay any Build-Out Costs that exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00) which have been have previously approved in writing by Philip A. Arno on behalf of Code 3. Seller shall enter into the Tower Lease prior to the Closing, which Tower Lease shall be freely assignable to one or both of Buyers. Seller shall not terminate, amend, restate or otherwise modify the Tower Lease in any material respect prior to the Closing without Buyers’ written consent which shall not be unreasonably conditioned, delayed or withheld. Any modifications to the Tower Lease which do not affect the term, the lease or rent amount, location or use of the transmitter building, location of the antenna, position of the antenna, broadcast wattage of the transmitter, or assignability to Buyers shall not be deemed material.

ARTICLE V
JOINT COVENANTS OF BUYERS AND SELLER

5.1. **Broadcasting Rights.** From and after the Closing Date, Buyers jointly agree to and do hereby grant to Seller for a period of ten (10) years from the Closing Date, a non-exclusive, royalty-free license for the use of the Station's bandwidth, subject to the following conditions:

- (a) The bandwidth is sufficient for a standard definition broadcast signal;
- (b) this license is personal to Seller and may not be assigned or leased to third parties (other than Affiliates of Seller) without the prior written consent of Buyers in their sole discretion;
- (c) the programming on this bandwidth is restricted to religious or other not-for-profit programming and Seller may not broadcast any unlawful or libelous content;
- (d) if Seller's broadcasting is discontinued for ninety (90) consecutive days or more, other than for reasons beyond the reasonable control of Seller, Buyers may terminate this license upon written notice, within each Buyers' sole discretion;
- (e) Seller hereby agrees to defend, indemnify and hold Buyers, and their respective affiliates, officers, managers, members and agents harmless from any claims, causes of action, suits, liability, costs, including reasonable attorneys' fees, or damages, including without limitation claims for personal injury, death or property damage, resulting from or in connection with use of this license by Seller;
- (f) Seller is responsible for providing and installing (and maintaining) at its sole cost and expense, any satellite and ancillary equipment needed for its broadcasting; and
- (g) Buyers shall have bandwidth sufficient for a high definition broadcast signal;
- (h) Should the FCC modify its rules and regulations to change the present modulation format, compression scheme and/or data rate of the Station's authorized operating parameters in a manner which would result in the diminishment of the Station's presently authorized bandwidth, Buyers and Seller will work out a mutually acceptable alternative resolution enabling Seller to continue with its new bandwidth operation; provided, however, that Buyers must be able to maintain an HD program stream.

5.2. **Application For FCC Consent.**

(a) Seller and Buyers agree to use commercially reasonable efforts and to cooperate with each other in seeking the consent of the FCC to the transactions contemplated hereby through the preparation, electronic filing and prosecution of appropriate long-form applications to assign the Licenses from Seller to ITV (the "Assignment Application"). The Assignment Application shall be electronically submitted to the FCC as soon as practical but in all events no later than seven (7) business days after the Effective Date, time being of the essence

(the “Application Filing Date”). The Parties further agree to cooperate with each other and to prepare and file Assignment Application amendments as may be required, and to reasonably respond to all inquiries from the FCC and to any petitions or objections to a grant of the Assignment Application

(b) Except as otherwise provided herein, each Party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Application. Seller shall be responsible for one-half, and Buyers shall, collectively, be responsible for the other half, of all filing fees and grant fees imposed by the FCC in connection with the Assignment Application.

(c) Each Party agrees to comply with any condition imposed on it by the FCC in connection with the Assignment Application and the approval thereof, if any, except that no Party shall be required to comply with a condition that would have a Material Adverse Effect upon it unless the condition was imposed as the result of a circumstance which constitutes a breach by that Party of any of its representations, warranties or covenants in this Agreement. Buyers and Seller shall oppose any efforts for reconsideration, administrative review, or judicial review of the grant by the FCC of the Assignment Application.

5.3. **Notice of Application.** Seller shall, at its expense, give due notice of the filing of the Assignment Application, by such means as may be required by the rules and regulations of the FCC.

5.4. **Employee and Employee Benefit Plan Matters.** Buyers are not hereby, and at no time hereafter will be, either individually or collectively, adopting, accepting, or assuming any employee benefit plan or collective bargaining agreement of Seller and/or Seller’s ERISA Affiliates relating to any of Seller’s and/or any of Seller’s ERISA Affiliates’ employees, former employees, their beneficiaries and/or their dependents or any other agreement, trust, plan, fund or other arrangement of Seller and/or Seller’s ERISA Affiliates that provides for employee benefits or perquisites (collectively, “Employment Arrangements”), and Buyers shall have no liability or obligation whatsoever including without limitation, any withdrawal liability, under any Employment Arrangement to Seller, any ERISA Affiliate of Seller or to any employees or former employees (or their respective beneficiaries or dependents) of Seller or an ERISA Affiliate of Seller, whether or not any of such individuals are offered employment by or become employees of Buyers. Buyers are not obligated to replace any of the Employment Arrangements for any employees or former employees of Seller or any ERISA Affiliate of Seller who become employees of Buyers, nor are Buyers obligated to provide such Persons with any similar agreements, plans, or arrangements. Seller may terminate the employment of any employees of Seller’s Station, if any, effective as of the Closing Date. Upon Closing or thereafter, Buyers may, but are not in any way obligated to, offer employment to some or all of Seller’s employees employed at the Station who have been so terminated by Seller upon such terms and conditions as Buyers shall determine in their sole discretion. Notwithstanding any other provision of this Agreement, this Section 5.4 shall not be deemed to create any right or claim for the benefit of, and shall not be enforceable by, any Person who is not a Party to this Agreement.

5.5. **Fees and Expenses.** Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses of counsel, engineers, financial

advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fee or expense, whether or not the Closing shall have occurred.

5.6. **Amendment of Disclosure Schedule.** Each Party hereto agrees that, with respect to the representations and warranties of such Party contained in this Agreement, such Party shall supplement or amend any Schedule as of the Closing Date with respect to any matter hereafter arising or discovered which, if existing or known at the date hereof, would have been required to be set forth or described in such Schedule. For all purposes of this Agreement, including without limitation for purposes of determining whether the conditions set forth in Articles VI and VII have been fulfilled, the Schedules hereto shall be deemed to include only that information contained therein on the date hereof and shall be deemed to exclude all information contained in any supplement or amendment thereto; provided, however, that if the Closing shall occur, then all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing shall be waived and no Party shall be entitled to make a claim thereon pursuant to the terms of this Agreement.

5.7. **Control of Station.** Between the date of this Agreement and the Closing Date, neither Buyers nor their employees or agents shall directly or indirectly interfere with, control, supervise or direct or attempt to interfere with, control, supervise or direct the operation of the Station, but such operation shall be the sole responsibility of and in the complete discretion of Seller.

5.8. **Risk of Loss.** The risk of loss to any of the Station Assets prior to the Closing Date shall remain with Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Station Assets, provided, however, that in the event that tangible Station Assets with a value of greater than \$50,000 are damaged or lost on the date otherwise scheduled for Closing, Buyers may, at their option, (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such items, (ii) elect to close with the Station Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Station Assets to Buyers, or (iii) terminate this Agreement and the Escrow Deposit shall be returned to Buyer. Seller shall have no responsibility to repair or replace damaged or destroyed Station Assets not covered by insurance if the cost of such repair exceeds \$50,000, provided, however, that should Seller not advise Buyers within ten (10) days after being requested in writing by Buyers to do so that Seller will repair or replace such Station Assets, Buyers may give notice to Seller that Buyers have elected to terminate this Agreement without penalty and the Escrow Deposit shall be returned to Buyer. Subject to Section 4.1(a), should the Station (i) not operate for a period in excess of seventy-two (72) consecutive hours, (ii) not operate at eighty percent (80%) of fully authorized power for a period of twenty (20) consecutive days, or (iii) if the Station shall not be operating or is not operating at ninety percent (90%) of fully authorized power as of the scheduled Closing Date and it is reasonably expected that the condition set forth in clause (i), (ii) or (iii) of this sentence would be satisfied other than for the originally scheduled Closing Date, Buyers may elect to terminate this Agreement without penalty and the Escrow Deposit shall be returned to Buyers, upon not less than five (5) days' prior notice to Seller, unless Seller notifies Buyers within such five (5) day period, of its intent to cure such condition and completes such cure within sixty (60) days thereafter.

ARTICLE VI
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment by Seller or waiver by Buyers on or prior to the Closing Date of each of the following conditions:

6.1. **Representations and Warranties True.** All the representations and warranties of Seller contained in this Agreement, and in any Ancillary Document on or prior to the Closing Date, shall be true and correct in all material respects as of the date made (and having been deemed to have been made again upon and as of the Closing Date) shall be true and correct in all material respects on and as of the Closing Date, except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct in all material respects as of such specified date.

6.2. **Covenants and Agreements Performed.** Seller shall have performed and complied with in all material respects all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

6.3. **Legal Proceedings.** No preliminary or permanent injunction or other order, decree or ruling issued by a Governmental Entity, and no Applicable Law promulgated or enacted by a Governmental Entity, shall be in effect which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby and the operation of the Station Assets by the Buyers on and after the Closing Date; no event giving rise to an Environmental Liability shall have occurred with respect to the Station or the Real Property; no Proceeding by a Governmental Entity shall have been commenced or threatened, and be pending or threatened on the Closing Date, against Buyers, Seller or any of their respective Affiliates, associates, directors, officers, stockholders, members or managers seeking to prevent or challenging the transactions contemplated hereby; and no proceeding before a court of competent jurisdiction shall have been commenced (and be pending on the Closing Date) against Buyers, Seller or any of their respective Affiliates, associates, directors, officers, shareholders, members or managers seeking to prevent or challenging the transactions contemplated hereby or seeking material damages in connection therewith.

6.4. **Consents.** All Consents required to be obtained or made by or on the part of the Parties hereto or otherwise reasonably necessary for the consummation of the transactions contemplated hereby shall have been obtained or made, and all thereof shall be in full force and effect at the time of Closing, including without limitation the FCC's written approval of the Assignment Application,.

6.5. **Build-Out.** The Build-Out has been completed in accordance with Section 4.7.

ARTICLE VII
CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment by Buyers or waiver by Seller on or prior to the Closing Date of each of the following conditions:

7.1. **Representations and Warranties True.** All the representations and warranties of Buyers contained in this Agreement, and in any Ancillary Document on or prior to the Closing Date, shall be true and correct in all material respects as of the date made (and having been deemed to have been made again upon and as of the Closing Date) shall be true and correct in all material respects on and as of the Closing Date, except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct in all material respects as of such specified date.

7.2. **Covenants and Agreements Performed.** Buyers shall have performed and complied with in all material respects all covenants and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing Date.

7.3. **Legal Proceedings.** No preliminary or permanent injunction or other order, decree or ruling issued by a Governmental Entity, and no Applicable Law promulgated or enacted by a Governmental Entity, shall be in effect which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby and the operation of the Station Assets by Seller on the Closing Date; no proceeding by a Governmental Entity shall have been commenced or threatened (and be pending or threatened on the Closing Date) against Seller, Buyers or any of their respective Affiliates, associates, directors, officers, stockholders, members or managers seeking to prevent or challenging the transactions contemplated hereby; and no proceeding before a court of competent jurisdiction shall have been commenced (and be pending on the Closing Date) against Seller, Buyers or any of their respective Affiliates, associates, directors, officers, shareholders, members or managers seeking to prevent or challenging the transactions contemplated hereby or seeking material damages in connection therewith.

7.4. **Consents.** All Consents, required to be obtained or made by or on the part of the Parties hereto or otherwise reasonably necessary for the consummation of the transactions contemplated hereby shall have been obtained or made, and all thereof shall be in full force and effect at the time of Closing, including without limitation the FCC's written approval of the Assignment Application,.

ARTICLE VIII
CLOSING DELIVERIES

8.1. **Seller's Deliveries at Closing.** At Closing, Seller shall deliver or cause to be delivered to Buyers the following (collectively, the "Transaction Documents"):

(a) a certificate, executed by a corporate officer of Seller, dated the Closing Date, representing and certifying that the conditions set forth in Sections 6.1, 6.2, 6.3 and 6.4 have been fulfilled and that Seller is not in breach of any provision of this Agreement;

(b) a certificate of incumbency the corporate officer of Seller who will be executing this Agreement or any Ancillary Documents to be delivered pursuant to the terms hereof;

(c) resolutions of Seller's board of directors authorizing Seller to execute, deliver and perform this Agreement duly certified by the secretary or an assistant secretary of Seller.

(d) copies of the Consents;

(e) one or more warranty deeds and any other instruments required to convey fee title to the Real Property to Buyer, duly executed by Seller, free and clear of all Liens;

(f) all necessary or appropriate instruments of transfer, bills of sale, deeds and other documents to transfer and vest good title to the Station Assets to Buyers;

(g) a redated title search, dated the date hereof, showing no Liens (other than those that have been released or terminated on or prior to the Closing Date), not set forth in the Title Commitment;

(h) executed copies of all consents and approvals of third parties required to be obtained by or on the part of Seller for the consummation of the transactions contemplated hereby;

(i) the Books and Records;

(j) an assignment of the Tower Lease to Buyers;

(k) a certificate from the Secretary of State of Georgia dated not more than 10 days prior to the Closing Date as to the legal existence and good standing of Seller under the laws of such state;

(l) an affidavit executed by an authorized corporate Officer of Seller of no change for the Survey; and

(m) such other curatives as may be reasonably required under the Title Commitment; provided, however, that in providing such curatives, except to the extent required by the other express provisions of this Agreement, in so doing, Seller shall not be required to pay any sum or incur or undertake any obligation or duty.

8.2. **Buyer's Deliveries at Closing.** At Closing, Buyers shall deliver or cause to be delivered to Seller the following:

(a) a Certificate, executed by the Manager, President or Chief Executive Officer of each Buyer, dated the Closing Date, representing and certifying that the conditions set forth in Sections 7.1, 7.2, 7.3 and 7.4 have been fulfilled and that Buyers are not in breach of any provision of this Agreement;

(b) the cash portion of the Purchase Price by wire transfer of immediately available funds;

(c) the Build-Out Costs by wire transfer of immediately available funds;

(d) the Code 3 Note;

(e) the ITV Note;

(f) the Code 3 Guaranty;

(g) the ITV Guaranty;

(h) a Code 3 Security Agreement from Code 3

(i) Pledge Agreements from the members of ITV; and

(j) an ITV Security Agreement from ITV.

ARTICLE IX CLOSING.

9.1 The Closing of the purchase of the Station Assets by Buyers from Seller (“Closing”) shall take place at a location the parties may mutually specify and remotely at such other locations as appropriate through the use of facsimile, electronic mail and overnight courier and shall occur on the later of the first business day following five (5) days after the date on which (i) the FCC’s staff grant (Form 732) of the Assignment Application has been issued, or (ii) the Build-Out is completed (the “Closing Date”).

ARTICLE X TERMINATION

10.1. **Termination by Buyers.** Buyers may terminate this Agreement, upon written notice to Seller upon the occurrence of any of the following:

(a) events which, without any breach by Buyers of their obligations hereunder, render impossible compliance with one or more of the conditions set forth in Article VI (and such compliance is not waived by Buyers);

(b) if Seller defaults in the observance or in the due and timely performance of any of its material covenants or agreements contained herein and such default has not been

cured within twenty (20) days after written notice by the Buyers specifying the nature of such default;

(c) if the FCC approval of the Assignment Application has not been granted within one year of the filing of the Assignment Application with the FCC;

(d) if the Closing has not occurred within twenty (20) days after the occurrence of all conditions precedent to Seller's obligation to proceed to Closing; or

(e) if Seller does not complete the Build-Out and commence broadcast of the Station's signal on or before June 10, 2010 other than due to force majeure or a material breach of this Agreement by Buyers.

10.2. **Termination by Seller.** Seller may terminate this Agreement upon written notice to Buyers upon the occurrence of any of the following:

(a) upon written notice to Buyers, if events occur which, without any breach by Seller of its obligations hereunder, render impossible compliance with one or more of the conditions set forth in Article VII (and such compliance is not waived by Seller);

(b) if Buyers default in the observance or in the due and timely performance of any of their material covenants or agreements contained herein, and such default has not been cured within twenty (20) days after written notice by Seller specifying the nature of such default;

(c) if the Closing has not occurred within twenty (20) days after the occurrence of all conditions precedent to Buyers' obligation to proceed to Closing.

10.3. **Specific Performance.** The Parties recognize and agree that the Station Assets are unique and that if, prior to Closing, either Party breaches this Agreement and refuses to perform under the provisions hereof, the non-breaching Party would be damaged irreparably and the award of monetary damages alone would not be adequate to compensate such non-breaching Party for its injury. Consequently, unless otherwise set forth herein, the non-breaching Party that is otherwise not in default shall therefore be entitled to obtain specific performance of the terms of this Agreement, and to obtain injunctive or other equitable relief as remedies or any such breach or failure to perform, without waiving any other rights such non-breaching Party receives herein or may have at law or equity.

10.4. **Buyer Remedies.**

(a) In the event that Buyers terminate this Agreement pursuant to Sections 10.1(a), or (c) above, Buyers and Seller shall immediately take all necessary action and execute any authorization, notification or other instrument necessary to notify the Escrow Agent to refund the full amount of the Escrow Deposit to Buyers.

(b) In the event that Buyers terminate this Agreement pursuant to Sections 10.1(b) or (d) above, (i) Buyers and Seller shall immediately take all necessary action and execute any authorization, notification or other instrument necessary to notify the Escrow Agent to refund the full amount of the Escrow Deposit to Buyers, and (ii) Seller shall pay to Buyers in

U.S. dollars in immediately available funds, Fifty Thousand and 00/100 Dollars (\$50,000.00) as liquidated damages in lieu of all other liquidated damages; provided, however, that if the Buyers terminate this Agreement due to Seller's violation of Section 4.4 (No-Shop) or pursuant to Section 10.1(e), Buyers shall be entitled to return of the Escrow Deposit pursuant to Section 10.4(b)(i) above, but there shall be no such liquidated damages and Buyers shall have such remedies that are available to Buyers under law or equity for such breach of such Section 4.4 and or termination pursuant to Section 10.1(e). In the event of Buyers' termination pursuant to Sections 10.1(b) or (d) above and provided that Seller complies with its duties and obligations expressly stated in this Section 10.4(b), the remedies provided in (i) and (ii) above in this Section 10.4(b) shall be the Buyers' sole and exclusive remedies with respect to the defaults of Seller giving rise to such termination

10.5. **Seller Remedies.**

(a) In the event that Seller terminates this Agreement pursuant to Section 10.2(a) above, Buyers and Seller shall immediately take all necessary action and execute any authorization, notification or other instrument necessary to notify the Escrow Agent to refund the full amount of the Escrow Deposit to Buyers.

(b) In the event that Seller terminates this Agreement pursuant to Sections 10.2(b) or (c) above: (i) Buyers and Seller shall immediately take all necessary action and execute any authorization, notification or other instrument necessary to notify the Escrow Agent to deliver the full amount of the Escrow Deposit to Seller and Buyers shall reimburse Seller for the out-of-pocket expenses incurred by Seller in the preparation, filing and revocation of the Assignment Application within thirty (30) days after the date of such termination, and (ii) if such termination directly results in the Seller's permanent and irrevocable loss of the Licenses, Buyers shall reimburse Seller for Build-Out Costs. In the event of Seller's termination pursuant to Sections 10.2(b) or (c) above and provided that Buyer complies with its duties and obligations expressly stated in this Section 10.5(b), the remedies provided in (i) and (ii) above in this Section 10.5(b) shall be the Seller's sole and exclusive remedies with respect to the defaults of Buyer giving rise to such termination.

10.6. **Effect of Termination.** If this Agreement is validly terminated pursuant to this Article X, this Agreement will forthwith become null and void, and except as otherwise set forth herein, there will be no further liability or obligation on the part of Seller or Buyers (or any of their respective officers, directors, employees, agents or other representatives or Affiliates).

**ARTICLE XI
INDEMNIFICATION**

11.1. **Survival or Representations, Warranties and Covenants.** Except as hereafter provided with respect to the representations and warranties contained in Section 2.5 (Title), Section 2.6 (Real Property), Section 2.9 (FCC Matters), Section 2.13 (Tax Matters) and Section 2.15 (Environmental Matters), the representations and warranties contained in Articles II and III hereof shall survive the Closing Date for a period of four (4) years following the Closing Date, after which all such representations and warranties shall terminate and be of no further

force or effect. Notwithstanding the foregoing, the representations and warranties contained in Section 2.5 (Title), Section 2.6 (Real Property), Section 2.9 (FCC Matters), Section 2.13 (Tax Matters) and Section 2.15 (Environmental Matters), and all of the covenants of the Parties, including without limitation Section 5.1 (Broadcast Rights), shall survive the Closing Date for the applicable statutory period, or, in the case of Section 5.1 (Broadcast Rights), for ten (10) years following the Closing Date. Notwithstanding any knowledge of facts determined or determinable by any Party by investigation, each Party shall have the right to fully rely on the representations, warranties, covenants and agreements of the other Party contained in this Agreement or in any other documents or papers delivered in connection herewith. Each representation, warranty, covenant and agreement of the Party contained in this Agreement is independent of each other representation, warranty, covenant and agreement.

11.2. **Indemnification by Seller.**

(a) Subject to all of the terms and conditions of this Agreement, Seller shall be responsible for, and indemnifies and hold harmless Buyers and their respective officers, managers, members, employees, representatives, attorneys, agents, successors and assigns (collectively, the “Buyer Indemnified Parties”), at all times from and after the Closing Date, from, against and in respect of any loss, liability, deficiency, damage, expense or cost (including reasonable legal expenses) (collectively, “Losses”), incurred or paid by a Buyer Indemnified Party (collectively, the “Buyer Damages”), which arise as a result of:

- (i) the Excluded Liabilities;
- (ii) any failure or breach of any representation or warranty of Seller made in this Agreement;
- (iii) any breach or nonfulfillment of any covenant or agreement of Seller made in this Agreement or in any Ancillary Documents, including without limitation Section 5.1; or
- (iv) the Parties’ non-compliance with any Applicable Laws of the State of New York pertaining to “bulk transfers”.

(b) Notwithstanding any provision of Section 11.2(a),

(i) no amount shall be payable by Seller under Section 11.2(a)(ii) regarding a breach of representation or warranty (other than representations and warranties contained in Section 2.6 (Real Property) and Section 2.13 (Tax Matters)) unless and until the aggregate amount of Buyer Damages exceeds \$5,000 (the “Threshold”), in which event only such amounts in excess of the Threshold shall be payable;

(ii) absent actual fraud or intentional breach of this Agreement, with respect to such Buyer Damages, the Buyer Indemnified Parties shall not be entitled to indemnification in an amount in excess of the Purchase Price (such limitation being referred to as the “Indemnification Cap”); and

(iii) no claim for indemnification under Section 11.2(a)(ii) regarding a breach of representation or warranty (other than representations and warranties contained in Section 2.5 (Title), Section 2.6 (Real Property), Section 2.9 (FCC Matters), Section 2.13 (Tax Matters) and Section 2.15 (Environmental Matters), for which claims for indemnification may be asserted in writing by the Buyer Indemnified Parties until the expiration of the applicable statute of limitations) by Seller under this Agreement shall survive after the four (4) year anniversary of the Closing Date hereof unless such claim has been asserted in a writing delivered to Seller prior to such anniversary.

(c) Notwithstanding anything in this Agreement to the contrary, the Threshold, the Indemnification Cap and the time limitations for indemnification set forth in Section 11.2(b) shall not apply to Buyer Damages resulting from (i) actual fraud or intentional breach of this Agreement by or on behalf of Seller, (ii) breaches of the representations or warranties contained in Section 2.5 (Title), Section 2.6 (Real Property), Section 2.9 (FCC Matters), Section 2.13 (Tax Matters) and Section 2.15 (Environmental Matters); (iii) a breach of Section 5.1 (Broadcast Rights); and (iv) the matters described in Sections 11.2(a)(i), (iii) and (iv).

11.3. **Intentionally Omitted.**

11.4. **Indemnification by Buyer.**

(a) Subject to all of the terms and conditions of this Agreement, Buyers shall be responsible for, and hereby indemnify and hold harmless Seller and its officers, employees, representatives, attorneys, agents, successors and assigns harmless (collectively, "Seller Indemnified Parties"), at all times from and after the Closing Date, from, against and in respect of any Losses incurred or paid by a Seller Indemnified Party (collectively, "Seller Damages"), which arise as a result of:

(i) any failure or breach of any representation or warranty, or any breach or nonfulfillment of any covenant or agreement, of Buyers made in this Agreement; or

(ii) Buyer's ownership and operation of the Station, the Licenses, and the Station Assets subsequent to the Closing.

(b) Notwithstanding any provision of Section 11.4(a), (i) no amount shall be payable by Buyers under Section 11.4(a) (ii) unless and until the aggregate amount of Seller Damages exceeds the Threshold in which event only such amounts in excess of the Threshold shall be payable; and (ii) no claim for indemnification under Section 11.4(a) (ii) regarding a breach of representation or warranty by Buyers under this Agreement shall survive after the forty-eight (48) month anniversary of the Closing Date hereof unless such claim has been asserted in a writing delivered to Buyers prior to such anniversary. The limitations in this Section 11.4(b) shall not apply to actual fraud or intentional breach of this Agreement by or on behalf of Buyers or subject to Buyers' right of setoff under Section 11.7, to the failure by Buyers to pay any portion of the Purchase Price due hereunder.

11.5. **Indemnification Procedures – Direct Claims.**

(a) If any Buyer Indemnified Party or Seller Indemnified Party (an “Indemnified Party”) believes that it has suffered or incurred any Buyer Damages or Seller Damages, as the case may be (“Damages”), for which it is entitled to indemnification under this Article XI other than a Third Party Claim, such Indemnified Party shall deliver to the Party or Parties from whom indemnification is being claimed (an “Indemnifying Party”) written notice of such claim setting forth, in reasonable detail, the nature and basis of the claim and the amount thereof, to the extent known, and any other relevant information in the possession of the Indemnified Party (a “Notice of Direct Claim”). The Notice of Direct Claim shall be accompanied by any relevant documents in the possession of the Indemnified Party relating to the claim. Notwithstanding the foregoing, if such request for indemnification relates to any Third Party Claim, the Indemnified Party shall follow the procedures set forth in Section 11.6. The failure of an Indemnified Party to give any Notice of Direct Claim required by this Section shall not affect any of such Party’s rights under this Article XI or otherwise except and to the extent that such failure is actually prejudicial to the rights and obligations of the Indemnifying Party.

(b) After an Indemnified Party has delivered a Notice of Direct Claim requesting payment from an Indemnifying Party for any Damages, the Indemnifying Party shall, within thirty (30) days of receipt of such Notice of Direct Claim, (i) pay to the Indemnified Party, in immediately available funds, the amount of Damages, or (ii) deliver to the Indemnified Party written notice (a “Dispute Notice”) advising the Indemnifying Party that it disputes the claim for indemnification. If, within thirty (30) days of receipt of such Notice of Direct Claim, the Indemnifying Party fails to pay said amount to the Indemnified Party or deliver to the Indemnified Party a Dispute Notice the Indemnifying Party shall be deemed to have accepted and agreed to such claim for indemnification (a “Deemed Acceptance”) and the Indemnified Party may exercise any and all legal or equitable remedies available to the Indemnified Party under this Agreement or otherwise with respect to such Damages.

(c) If, within such thirty (30) day period following receipt of the Notice of Claim, the Indemnifying Party delivers a Dispute Notice with respect to the Indemnified Party’s claim for indemnification for Damages, the Indemnifying Party and the Indemnified Party agree that, prior to commencing any litigation or other proceedings against the other concerning any matter in which such party intends to claim a right of indemnification, they will negotiate in good faith to resolve any dispute with respect to such claim and to provide each other with all relevant information relating to such dispute. If the Indemnifying Party and the Indemnified Party are unable to resolve any such dispute within sixty (60) days of the delivery of a Dispute Notice (or such longer period as the parties may agree upon) (the “Negotiation Period”), the Indemnifying Party and the Indemnified Party (or either of them) shall, within thirty (30) days of the expiration of the Negotiation Period, submit the matters still in dispute to arbitration in accordance with the arbitration rules of the American Arbitration Association. The Indemnifying Party and the Indemnified Party shall mutually select an arbitrator to arbitrate the dispute; provided, however, that if the Indemnifying Party and the Indemnified Party are unable to agree on the selection of an arbitrator, each of the Indemnifying Party and the Indemnified Party shall select an arbitrator, and the two arbitrators so selected by the Indemnifying Party and the Indemnified Party shall select a third arbitrator, which third arbitrator shall be appointed to resolve the disputed issues. The decision of the arbitrator shall be final and binding on the

Indemnifying Party and the Indemnified Party, and any monetary award for Damages or otherwise shall be paid within thirty (30) days of the arbitrator's final decision. Arbitration shall be held, where commenced, in Buffalo, New York or Fort Worth, Texas by the American Arbitration Association in accordance with its current Commercial Arbitration Rules. The successful party in any such arbitration proceeding shall be entitled to reimbursement from the non-successful party for any and all of the successful party's costs and expenses including, without limitation, reasonable attorneys' fees, incurred in connection with such proceeding.

11.6. **Indemnification Procedures – Third Party Claim.**

(a) The rights and obligations of an Indemnified Party and an Indemnifying Party in any way relating to a claim by or against any third party for which indemnification is sought hereunder (a "Third Party Claim") shall be governed by the following provisions of this Section 11.6(a):

(i) The Indemnified Party shall give a prompt written notice to the Indemnifying Party of the commencement of any claim, action, suit or proceeding, or any threat thereof, or any state of facts which Indemnified Party determines will give rise to a claim by the Indemnified Party against the Indemnifying Party based on the indemnity agreements contained in this Agreement setting forth, in reasonable detail, the nature and basis of the claim and the amount thereof, to the extent known, and any other relevant information in the possession of the Indemnified Party (a "Notice of Claim"). The Notice of Claim shall be accompanied by any relevant documents in the possession of the Indemnified Party relating to the claim (such as copies of any summons, complaint or pleading which may have been served and any written demand or document evidencing the same). No failure to give a Notice of Claim shall affect, limit or reduce the indemnification obligations of an Indemnifying Party hereunder, except to the extent such failure actually prejudices such Indemnifying Party's ability successfully to defend the claim, action, suit or proceeding giving rise to the indemnification claim. Without limiting other circumstances of actual prejudice, any Notice of Claim that is given to the Indemnifying Party more than one hundred eighty (180) days after the Indemnified Party has been served with written notice of the underlying claim from or on behalf of the third party claimant shall be deemed to be prejudicial to the rights and obligations of the Indemnifying Party.

(ii) In the event that an Indemnified Party furnishes an Indemnifying Party with a Notice of Claim, then upon the written acknowledgment by the Indemnifying Party given to the Indemnified Party within thirty (30) days of receipt of the Notice of Claim, stating that the Indemnifying Party is undertaking and will prosecute the defense of the claim under such indemnity agreements and confirming that as between the Indemnifying Party and the Indemnified Party, the claim covered by the Notice of Claim is subject to Section 11.2 or 11.4, as the case may be, and that the Indemnifying Party will be able to pay the full amount of potential liability in connection with any such claim (including, without limitation, any action, suit or proceeding and all proceedings on appeal or other review which counsel for the Indemnified Party may reasonably consider appropriate) (an "Indemnification Acknowledgment"), then the claim covered by the Notice of Claim may be defended by the Indemnifying Party, at the sole cost and expense of the Indemnifying Party; provided, however, that the Indemnified Party is authorized to file any motion, answer or other pleading that may be reasonably necessary or appropriate to protect its interests during such thirty (30) day period. However, in the event the

Indemnifying Party does not furnish an Indemnification Acknowledgment to the Indemnified Party or does not offer reasonable assurances to the Indemnified Party as to the Indemnifying Party's financial capacity to satisfy any final judgment or settlement, the Indemnified Party may, upon written notice to the Indemnifying Party, assume the defense (with legal counsel chosen by the Indemnified Party) and dispose of the claim, at the sole cost and expense of the Indemnifying Party. Notwithstanding receipt of an Indemnification Acknowledgment, the Indemnified Party shall have the right to employ its own counsel in respect of any such claim, action, suit or proceeding, but the fees and expenses of such counsel shall be at the Indemnified Party's own cost and expense, unless the employment of such counsel and the payment of such fees and expenses shall have been specifically authorized by the Indemnifying Party in connection with the defense of such claim, action, suit or proceeding.

(iii) The Indemnified Party or the Indemnifying Party, as the case may be, who is controlling the defense of the claim, action, suit or proceeding, shall keep the other fully informed of such claim, action, suit or proceeding at all stages thereof, whether or not such party is represented by counsel. The parties hereto agree to render to each other such assistance as they may reasonably require of each other in order to ensure the proper and adequate defense of any such claim, action, suit or proceeding. Subject to the Indemnifying Party furnishing the Indemnified Party with an Indemnification Acknowledgment in accordance with Section 11.6(a)(ii), the Indemnified Party shall cooperate with the Indemnifying Party and provide such assistance, at the sole cost and expense of the Indemnifying Party, as the Indemnifying Party may reasonably request in connection with the defense of any such claim, action, suit or proceeding, including, but not limited to, providing the Indemnifying Party with access to and use of all relevant corporate records and making available its officers and employees for depositions, pre-trial discovery and as witnesses at trial, if required. In requesting any such cooperation, the Indemnifying Party shall have due regard for, and attempt to not be disruptive of, the business and day-to-day operations of the Indemnified Party and shall follow the requests of the Indemnified Party regarding any documents or instruments which the Indemnified Party believes should be given confidential treatment.

(iv) The Indemnifying Party shall not make or enter into any settlement of any claim, action, suit or proceeding which the Indemnifying Party has undertaken to defend, without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed), unless there is no obligation, directly or indirectly, on the part of the Indemnified Party to contribute to any portion of the payment for any of the losses, the Indemnified Party receives a general and unconditional release with respect to the claim (in form, substance and scope reasonably acceptable to the Indemnified Party), there is no finding or admission of any violation of law by, or effect on any other claim that may be made against the Indemnified Party and, in the reasonable judgment of the Indemnifying Party, the relief granted in connection therewith is not likely to have a Material Adverse Effect on the Indemnified Party or the Indemnified Party's reputation or prospects. In the event that the Indemnification Acknowledgment is not received by the Indemnified Party, and the defense of any action, claim, suit or proceeding is undertaken by Indemnified Party, Indemnified Party will not make or enter into any settlement of such claim without the prior written consent of Indemnifying Party, which consent will not be unreasonably withheld.

11.7. **Right of Set-Off.** Seller agrees that any payments which may be due to Seller from Buyer, including any payments due under the Notes, may be used by Buyers, at their option, to satisfy to the extent thereof, any indemnification claims asserted against Seller under this Article XI after such claims are either actually or deemed to be admitted by the Seller or finally determined, in each case pursuant to Sections 11.5 or 11.6, as applicable, and that if so used by Buyer, such payments shall be and constitute a complete and absolute set-off to the extent thereof against any such payments which may become due to Seller from Buyers.

ARTICLE XII MISCELLANEOUS

12.1. **Assignability.** No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto.

12.2. **Taxes.** Seller shall bear all real estate transfer taxes resulting from the consummation of the transactions contemplated by this Agreement and Buyers shall pay all sales tax payable in respect of any of the Station Assets purchased to the extent not otherwise exempt under Applicable Laws.

12.3. **Fees.** Should any Party default in the performance of any of the terms or conditions of this Agreement, which default results in the filing of a lawsuit or arbitration proceeding for damages, specific performance, or other permitted remedy, the prevailing Party in such lawsuit or arbitration proceeding shall be entitled to its reasonable legal fees and expenses, including such fees and expenses at the appellate level. Except as otherwise provided in this Agreement, each Party hereto shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including, without limitation, all fees and expenses of counsel, accountants, agents and representatives.

12.4. **Benefit and Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12.5. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of law provisions thereof. The Code 3 Note, the ITV Note, the Code 3 Guaranty, the ITV Guaranty, the Code 3 Security Agreement, the ITV Security Agreement; and the Pledge Agreements from the members of ITV shall be governed, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law provisions thereof.

12.6. **Construction.** The parties acknowledge and agree that this Agreement has been fully negotiated between them and shall not be interpreted or construed against the drafting Party.

12.7. **Notices.** All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by certified, express or registered mail, return receipt requested, postage prepaid, overnight air courier service, personal delivery, or via facsimile (with proof of transmission) to the address specified below (or to such other address which a Party shall specify to the other Party in accordance herewith):

If to Buyer: Code 3 Broadcasting, LLC
9930 Keller Road
Clarence Center, NY 14032
Attn: Philip A. Arno

with copies to: Harter Secrest & Emery LLP
Twelve Fountain Plaza, Suite 400
Buffalo, New York 14202
Attn: Anthony D. Mancinelli

If to Seller: Word of God Fellowship, Inc.
3901 Highway 121
Bedford, TX 76021-3009
Attn: Marcus D. Lamb

with copies to: Adams, Lynch & Loftin, P.C.
3950 Highway 360
Grapevine, Texas 76051-6741
Attn: John T Lynch, IV

Notice shall be deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service, or on the return receipt.

12.8. **Multiple Counterparts and Facsimile Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterpart signatures to the Agreement delivered and received by facsimile or electronic mail shall be acceptable and binding to both parties.

12.9. **Entire Agreement.** This Agreement, the Schedules and Exhibits hereto, and all promissory notes, security agreements and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyers and Seller with respect to the subject matter hereof. This Agreement supersedes all prior memoranda and agreements between the parties hereto, and may not be modified, supplemented or amended, except by a written instrument signed by each of the parties hereto designating specifically the terms and provisions so modified, supplemented or amended.

12.10. **Captions.** The section captions and headings in this Agreement are for convenience and reference purposes only and should not affect in any way the meaning or interpretation of his Agreement.

12.11. **No Waiver.** Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any Party at any time to require performance by the other of any provision of this Agreement shall not affect such Party's right thereafter to enforce the same; (ii) no waiver by any Party of any default by another shall be taken or held to be a waiver by such Party of any other preceding or subsequent default; and (iii) no extension of time granted by any Party for the performance of any obligation or act by any other Party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

12.12. **Further Assurances.** The parties acknowledge that FCC approval of the Assignment Application is required to transfer the Licenses, and agree not to effect such transfer before such consent has been obtained. At and after the Closing Date, Buyers and Seller will, without further consideration, execute and deliver such further instruments and documents and do such other acts and things that the other Party may reasonably request in order to effect or confirm the transactions contemplated by this Agreement.

12.13. **Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any person or entity by virtue of the authorship of any of the provisions of this Agreement.

[Balance of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and first year above written.

"SELLER":

**WORD OF GOD FELLOWSHIP, INCORPORATED
d/b/a DAYSTAR TELEVISION NETWORK**

By: Marcus Lamb

Name: MARCUS LAMB

Title: PRESIDENT

[Balance of page left blank intentionally. Next signature page follows.]

“CODE 3”:

CODE 3 BROADCASTING, LLC

By: Philip Arno

Name: Philip A. Arno

Title: Manager

“ITV”:

ITV OF BUFFALO, LLC

By: Philip Arno

Name: Philip A. Arno

Title: Manager

Exhibit A

Defined Terms

Certain Defined Terms. As used in this Agreement, each of the following terms has the meaning given it below:

“Acquisition Proposal” means any offer or proposal for, or any indication of interest in, the acquisition of the Station Assets, the Station or the Licenses or any portion thereof effectuated directly or indirectly through a sale of assets, sale of equity interests, by merger or otherwise, other than the transactions contemplated or expressly permitted by this Agreement.

“Affiliate” means a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or under common control with, the Person specified.

“Agreement” has the meaning set forth in the preamble.

“Ancillary Documents” means each agreement, instrument, and document (other than this Agreement) executed or to be executed by Seller or Buyers in connection with the transactions contemplated by this Agreement.

“Applicable Law” means any statute, law, rule, or regulation or any judgment, order, writ, injunction, or decree of any Governmental Entity to which a specified Person or property is subject.

“Application Filing Date” has the meaning set forth in Section 5.1.

“Assignment Application” has the meaning set forth in Section 5.1.

“Bankruptcy Code” has the meaning set forth in Section 2.20(a).

“Bankruptcy Court” has the meaning set forth in Section 2.19.

“Books and Records” has the meaning set forth in Section 1.2(a).

“Build-Out” means the antenna tower structural work and transmitter, antenna and other broadcast equipment installation and other repairs, construction or build-out of the Station which are required to comply with the Construction Permit and to commence broadcast of the Station’s digital broadcast signal as contemplated by and in compliance with the Construction Permit and all other FCC authorizations and requirements.

“Build-Out Costs” means, subject to the limitations set forth in Section 4.7, all amounts expended by Seller in the design, construction, installation and completion of the Build-Out, whether for services, labor, material or otherwise, and including the Build-Out Equipment. The cost of obtaining the Construction Permit is not a part of the Build-Out Costs.

“**Build-Out Equipment**” means all equipment set forth on Schedule 4.7 purchased by Seller prior to the Closing and necessary to complete the Build-Out.

“**Buyers**” has the meaning set forth in the preamble.

“**Buyer Damages**” has the meaning set forth in Section 11.2(a).

“**Buyer Indemnified Parties**” has the meaning set forth in Section 11.2(a).

“**Closing**” has the meaning set forth in Section 9.1.

“**Closing Date**” has the meaning set forth in Section 9.1.

“**Code**” means the Internal Revenue Code of 1986, as amended, and regulations thereunder.

“**Code 3**” has the meaning set forth in the preamble.

“**Code 3 Guaranty**” means the form of the guaranty attached hereto as Exhibit E, evidencing Code 3’s guaranty of payment of the ITV Note.

“**Code 3 Note**” has the meaning set forth in Section 1.6(a)(iii).

“**Code 3 Security Agreement**” means the Security Agreement, in substantially the form of Exhibit F attached hereto, to be signed at the Closing by Code 3 and Seller.

“**Consents**” has the meaning set forth in Section 4.6.

“**Construction Permit**” means the Construction Permit granted March 23, 2010 by the FCC under Permit File Number BMPCDT-20100322ABL for the construction of the radio transmitting apparatus for the Station at the tower owned by American Tower Company at the location specified in the Construction Permit.

“**Damages**” has the meaning set forth in Section 11.4(a).

“**Deemed Acceptance**” has the meaning set forth in Section 11.4(b).

“**Dispute Notice**” has the meaning set forth in Section 11.4(b).

“**Effective Date**” has the meaning set forth in the preamble.

“**Employment Arrangements**” has the meaning set forth in Section 5.3.

“**Environmental Laws**” has the meaning set forth in Section 2.15.

“**Environmental Liabilities**” shall mean, with respect to any Person, all liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential

damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines, penalties, sanctions and interest incurred, based upon, related to, or arising under or pursuant to any Environmental Laws, or which relates to any environmental, health or safety condition.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and regulations thereunder.

“**ERISA Affiliate**” means all persons under common control with Seller within the meaning of Sections 4001(a)(14) or (b)(1) of ERISA or any regulations promulgated thereunder, or Sections 414(b), (c) or (m) of the Code or any regulations promulgated thereunder.

“**Escrow Agent**” means Harter Secrest & Emery LLP.

“**Escrow Agreement**” means the Escrow Agreement, in substantially the form of Exhibit B attached hereto, to be entered into at the Closing by Buyer, Seller and the Escrow Agent.

“**Escrow Deposit**” means \$50,000 in cash or cash equivalent, in United States dollars.

“**Excluded Assets**” has the meaning set forth in Section 1.4.

“**Excluded Liabilities**” has the meaning set forth in Section 1.5.

“**FCC**” has the meaning set forth in the recitals.

“**GAAP**” means, at any time, generally accepted accounting principles, methods and practices then set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants, and statements and pronouncements of the Financial Accounting Standards Board or of such other entity as may then be approved by a significant segment of the accounting profession, which are consistently maintained and applied throughout the periods referenced.

“**Governmental Entity**” means any court or tribunal in any jurisdiction (domestic or foreign) or any federal, state, municipal, or other governmental body, agency, authority, department, commission, board, bureau, or instrumentality (domestic or foreign, federal or state).

“**Hazardous Materials**” has the meaning set forth in Section 2.15.

“**Indemnification Acknowledgment**” has the meaning set forth in Section 11.5(a)(ii).

“**Indemnification Cap**” has the meaning set forth in Section 11.2(b).

“**Indemnified Party**” has the meaning set forth in Section 11.4(a).

“**Indemnifying Party**” has the meaning set forth in Section 11.4(a).

“**Intellectual Property**” means trademarks, service marks, trade names, service names, brand names, websites, domain names, copyrights, trade secrets, know-how, technology, inventions, computer software (including any documentation and object and source codes), logos, jingles, slogans, marketing plans, sales and promotional material, telephone numbers, facsimile numbers, and similar rights, and any and all registrations, applications, licenses and rights with respect to any of the foregoing.

“**ITV**” has the meaning set forth in the preamble.

“**ITV Guaranty**” means the form of the guaranty attached hereto as Exhibit I, evidencing ITV’s guaranty of payment of the Code 3 Note.

“**ITV Note**” has the meaning set forth in Section 1.6(a)(iii).

“**ITV Security Agreement**” means the Security Agreement, in substantially the form of Exhibit J attached hereto, to be entered into at the Closing by ITV and Seller.

“**Licenses**” has the meaning set forth in Section 1.4.

“**Lien**” means any lien, mortgage, pledge, reservation, restriction, security interest, right of first refusal, option, conditional sale agreement, hypothecation, title retention or other security arrangement, or any adverse right or interest, charge, claim or other encumbrance of any nature whatsoever of, on, or with respect to any property or property interest whether imposed by law, agreement, understanding or otherwise.

“**Losses**” has the meaning set forth in Section 11.2(a).

“**Material Adverse Effect**” means a material adverse effect on the Station, assets (including the Station Assets), the Licenses, results of operations, condition (financial or otherwise) of the Seller, or the operation of the Station or any material portion thereof or on the ability of a party to perform on a timely basis any material obligations of such party under this Agreement or any Ancillary Document, in any such case not resulting from matters generally affecting the television industry as a whole.

“**Negotiation Period**” has the meaning set forth in Section 11.4(c).

“**Notes**” has the meaning set forth in Section 1.6(a)(iv).

“**Notice of Claim**” has the meaning set forth in Section 11.5(a)(i).

“**Notice of Direct Claim**” has the meaning set forth in Section 11.4(a).

“**Other Plan**” has the meaning set forth in Section 2.14(a).

“**Party**” means either of the Buyers or Seller, and “**Parties**” means Buyers and Seller, collectively.

“**Permits**” has the meaning set forth in Section 1.2(d).

“**Person**” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, enterprise, unincorporated organization, Governmental Entity or other entity.

“**Plans**” has the meaning set forth in Section 2.14(b).

“**Pledge Agreement(s)**” means the Pledge Agreements, in substantially the form of Exhibit G and Exhibit H attached hereto, to be entered into at the Closing by Nickel City Media, LLC and Seller and by 5150 Communications, LLC and Seller, respectively.

“**Purchase Price**” has the meaning set forth in Section 1.6(a).

“**Real Property**” has the meaning set forth in Section 1.2(c).

“**Seller**” has the meaning set forth in the preamble.

“**Seller Damages**” has the meaning set forth in Section 11.3(a).

“**Seller Indemnified Parties**” has the meaning set forth in Section 11.3(a).

“**Seller’s Knowledge**” means (i) the present, actual knowledge of Seller’s Director of RF Engineering (Henry Turner), Seller’s President (Marcus Lamb), Seller’s business administrator (Arnold Torres), or any duly appointed member of Seller’s Board of Directors

“**Station**” has the meaning set forth in the recitals.

“**Station Assets**” has the meaning set forth in Section 1.2.

“**Survey**” means that instrument survey of the Real Property by Bissel, Stone Associates Engineering and Land Surveying, P.C. dated October 23, 2008.

“**Taxes**” means any income taxes or similar assessments or any sales, excise, occupation, use, ad valorem, property, production, severance, transportation, employment, payroll, franchise, or other tax imposed by any United States federal, state, or local taxing authority, including any interest, penalties, or additions attributable thereto.

“**Third Party Claim**” has the meaning set forth in Section 11.5(a).

“Title Commitment” means the commitment, dated November ___, 2008, by Cattaraugus Abstract Corporation to issue an owner’s policy of title insurance to insure Buyer’s title to the Real Property.

“Threshold” has the meaning set forth in Section 11.2(b).

“Tower Lease” means the lease for the transmission tower entered into between Seller and American Tower Company for One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) per month.

“Transaction Documents” has the meaning set forth in Section 8.1.

Exhibit D

ITV Note

PROMISSORY NOTE

\$2,160,000.00

PROMISE TO PAY: FOR VALUE RECEIVED, the undersigned Borrower (whether one or more) promises to pay to the order of Lender the Principal Amount, to the extent advanced by Lender, together with interest on the unpaid balance of such amount, in lawful money of the United States of America, in accordance with all the terms, conditions and covenants of this Note and the Loan Documents identified below.

DATE: Effective May ____, 2010 ("Effective Date")

BORROWER: ITV of Buffalo, LLC, a New York limited liability company ("Borrower")

BORROWER'S ADDRESS FOR NOTICE: ITV of Buffalo, LLC
9930 Keller Road
Clarence Center, New York 14032

LENDER: Word of God Fellowship, Incorporated d/b/a Daystar Television Network, a Georgia non-profit corporation ("Lender")

LENDER'S ADDRESS FOR PAYMENT: Word of God Fellowship, Incorporated
3901 Highway 121
Bedford, Texas 76021

PRINCIPAL AMOUNT: Two Million One Hundred Sixty Thousand and No/100 Dollars (\$2,160,000.00) ("Loan")

NOTE RATE: The Loan shall bear interest on the outstanding principal amount thereof at a fixed rate of five percent (5.0%) per annum

PAYMENT TERMS: This indebtedness represented by this Note shall be due and payable as follows:

1. Commencing on and continuing after the Effective Date and continuing through the day before the Change Date (defined below), interest on the principal balance of the indebtedness represented by this Note from time to time outstanding shall be due and payable quarterly as it accrues, with the first such quarterly interest payment being due and payable on the ____ day of October, 2010 and a like payment of interest being due on the ____ day of each January, April and July thereafter until the Change Date. The "Change Date" is the first anniversary of the Effective Date.
2. Commencing on and continuing after the Change Date, all principal and accrued and unpaid interest on the outstanding principal balance of the indebtedness represented by this Note shall be due and payable in equal quarterly payments in the amount of One Hundred Forty-Nine Thousand Seven Hundred Eighty-Eight and 92/100 Dollars (\$149,788.92) each, with the first such quarterly payment being due and payable on the Change Date and a like payment being due quarterly on the ____ day of each October, January, April and July thereafter until the Maturity Date (defined below), unless sooner matured in accordance with the provisions of this Note, when the entire amount of indebtedness represented by this Note, principal and interest then remaining unpaid, shall be then due and payable. The "Maturity Date" is the fifth anniversary of the Effective Date.

PREPAYMENT: Borrower shall have the right to prepay, prior to maturity, all or any part of the principal of this Note without penalty or premium. Any prepayments shall be applied first to accrued interest and then to principal. Borrower will provide written notice to the holder of this Note of any such prepayment of all or any part of the principal at the time thereof. All payments and permitted prepayments of principal or interest on this Note shall be made in lawful money of the United States of America in immediately available funds, at the address of Lender indicated above, or at such other place as the holder of this Note shall designate in writing to Borrower. All permitted partial prepayments of principal shall be applied to the last quarterly payments payable in their inverse order of maturity.

SECURITY INTEREST: To the maximum extent permitted by applicable law, the indebtedness represented by this Note is secured by a pledge and security interest in all of the membership interests and related rights of the members of Borrower in and to Borrower ("Collateral") as set forth in a Pledge Agreement signed contemporaneously with this Note.

Notwithstanding anything to the contrary contained in this Agreement, Lender will not exercise any right or remedy pursuant to this Agreement or any of the other of the Loan Documents which would constitute (or result in) (i) any assignment of the Licenses (as defined in the Purchase Agreement), or (ii) any transfer of control of Borrower if such assignment of the Licenses or transfer of control would require, under then existing law (including the written rules and regulations promulgated by the FCC, as defined below), the prior approval of the Federal Communications Commission ("FCC"), without first obtaining the appropriate approval of the FCC. Lender specifically agrees that voting rights in the membership interests pledged as Collateral will remain with the holders of such membership interests upon and following the occurrence of a Default unless the appropriate approvals are obtained from the FCC prior to the transfer of such membership interests and voting rights to the Lender shall have been obtained. The Borrower agrees to take, or cause to be taken by its subsidiaries, any action which the Lender may reasonably request in order to obtain and enjoy the full rights, remedies and benefits granted to the Lender by this Agreement, the Purchase Agreement and each other agreement, instrument and Loan Document delivered to the Lender by Borrower and the Members in connection herewith evidencing or securing the Collateral, including specifically, at the Borrower's own cost and expense, the use of its best commercial efforts to assist in obtaining approval of the FCC for any transfer, action or transaction contemplated as a right or remedy of Lender by this Agreement and/or the Purchase Agreement which is then required by law, and specifically, without limitation, upon request, to prepare, sign and file with the FCC the assignor's or transferor's portion of any application or applications for consent to the assignment of license or transfer of control necessary or appropriate under the FCC's rules and regulations for approval of any sale or transfer of any of the membership interests of the Members or assets of Borrower or any transfer of control over any FCC license.

LATE CHARGES: If the Lender has not received the full amount of any quarterly payment by the end of fifteen (15) calendar days after the date it is due, Borrower will pay to the Lender, in addition to accrued interest, a delinquency charge of 5% of the unpaid portion of the regularly scheduled payment. Additionally, upon maturity of this Note, if the outstanding principal balance (plus all accrued but unpaid interest) is not paid within 10 days of the maturity date, Borrower will be charged a delinquency charge of 5% of the sum of the outstanding principal balance (plus all accrued but unpaid interest). Borrower agrees with Lender that the charges set forth herein are reasonable compensation to Lender for the handling of such late payments.

LOAN DOCUMENTS:

1. This Note and all other indebtedness of Borrower described therein;
2. Pledge and Security Agreements (collectively "Pledge Agreement") of even date herewith executed by all of the members of Borrower (collectively, "Members", and each, a "Member");
3. Guaranty Agreement executed by Code 3 Broadcasting, LLC ("Code 3") by which Code 3 guarantees the prompt and full payment and performance of this Note;
4. Security Agreement ("Security Agreement") of even date herewith executed by Borrower;
5. Asset Purchase Agreement (herein so called) of even date with this Note among Borrower, Code 3 and Lender regarding the purchase of assets by Borrower and Code 3 from Lender (such Asset Purchase Agreement, together with all deeds, bills of sale and other documents executed in connection therewith being collectively referred to as the "Purchase Agreement"); and
6. All other documents signed in connection with the loan evidenced by or securing the payment of the indebtedness represented by this Note (all of the documents or instruments described in this "LOAN DOCUMENTS" Section, subsections 1 through 5, inclusive, are collectively referred to herein as the "Loan Documents").

INTEREST PROVISIONS:

1. Rate: The principal balance of this Note from time to time remaining unpaid prior to maturity shall bear interest at a rate per annum that is equal to the Note Rate (defined above in this Note), but never greater than the Maximum Lawful Rate, as those terms are defined in this Note. Interest on all unpaid principal amounts shall be calculated on the outstanding amount of the principal of this Note each date principal is outstanding, and all payments made on this Note shall be credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine. Regardless of any term that may be used from time to time to compute any of the interest rate chargeable on this Note, such as "Base Rate" or "Prime Rate", such interest rate does not necessarily mean, and shall not be construed or interpreted to mean, the lowest rate of interest charged to other borrowers or that Borrower is a favored or most favored Borrower of Lender.

2. Maximum Lawful Interest: The term "Maximum Lawful Rate" means the maximum rate of interest and the term "Maximum Lawful Amount" means the maximum amount of interest that are permissible under applicable state or federal law for the type of loan evidenced by this Note and the other Loan Documents. To the extent that Chapter 303 of the Texas Finance Code is applicable to this Note, the "weekly ceiling" specified in such Chapter is the applicable ceiling; provided that, if any applicable Texas or Federal law permits greater interest, the law permitting the greatest interest shall apply. If applicable Texas or federal law allows a higher interest rate or federal law preempts Texas law limiting the rate of interest, then the foregoing Interest Rate Ceiling shall not be applicable to this Note. If

the Maximum Lawful Rate is increased by statute or other governmental action subsequent to the date of this Note, then the new Maximum Lawful Rate shall be applicable to this Note from the effective date thereof, unless otherwise prohibited by applicable law.

3. Spreading of Interest: Because of the possibility of irregular periodic balances of principal, premature payment, and the fluctuating nature of the Note Rate, the total interest that will accrue under this Note cannot be determined in advance. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount, and to prevent such an occurrence Lender and Borrower agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by this Note, shall be spread, prorated or allocated over the full period of time this Note is unpaid, including the period of any renewal or extension of this Note, if any. If demand for payment of this Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that this Note thereafter remains unpaid for the purpose of determining if such interest exceeds the Maximum Lawful Amount. Borrower stipulates and agrees that all origination fees, loan processing fees, and inspection fees, if any, represent reasonable costs, charges and expenses incurred by Lender for the purposes for which such fees and charges are indicated, taking into account the magnitude of this loan, the risks associated with the proposed loan and the Collateral and the experience of Borrower, and that, to the maximum extent permitted by law, such fees are not to be construed or interpreted as interest. In the event for any reason such fees are found to be interest, the applicable provisions of this Note relating to the spreading, crediting and refund of excess interest shall expressly control and apply.

4. Excess Interest: At maturity (including maturity due to Lender's acceleration of the Note or on earlier final payment of this Note, Lender shall compute the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower under this Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Borrower. This provision concerning the crediting or refund of excess interest shall control and take precedence over all other agreements between Borrower and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount.

5. Interest After Default: At Lender's option, all past due payments of principal and interest on this Note, and the unpaid principal balance during the existence of any default and after maturity, shall bear interest at the "Default Interest Rate". The Default Interest Rate shall be one of the following, as selected by Lender, at Lender's option, (i) the Maximum Lawful Rate, if such Maximum Lawful Rate is established by applicable law; or (ii) the Note Rate plus five (5) percentage points, if no Maximum Lawful Rate is established by applicable law; or (iii) eighteen percent (18%) per annum; but such Default Interest Rate shall never be more than the Maximum Lawful Rate or at a rate that would cause the total interest contracted for, charged or received by Lender to exceed the Maximum Lawful Amount.

6. Daily Computation of Interest: To the extent permitted by applicable law, Lender, at its option, may either (i) compute the interest on the basis of the actual number of days in the year (365 or 366 as the case may be), or (ii) compute the interest as if each year had only 360 days. In no event, however, shall Lender compute the interest in a manner that would cause Lender to contract for, charge or receive interest that would exceed the Maximum Lawful Amount.

DEFAULT PROVISIONS:

1. EVENTS OF DEFAULT AND ACCELERATION OF MATURITY: LENDER MAY, WITHOUT NOTICE OR DEMAND (EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE STATUTE OR OTHERWISE SPECIFICALLY PROVIDED IN THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS), ACCELERATE THE MATURITY OF THIS NOTE AND DECLARE THE ENTIRE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST AT ONCE DUE AND PAYABLE UPON THE OCCURRENCE OF ANY OF THE FOLLOWING EVENTS (EACH BEING A "Default"):

(a) The failure, refusal or neglect of Borrower to pay when due any part of the principal of, or interest on, this Note or any other indebtedness or obligations owing to Lender by Borrower from time to time, and the continuation of such failure, refusal or neglect for a period of thirty (30) days after the date Lender sends notice to Borrower of such failure; provided, however, that Borrower shall not be entitled to such notice and opportunity to cure in the case of the maturity of the indebtedness represented by this Note or any other promissory notes payable to Lender; provided, however that Lender shall not be required to give and Borrower shall not be entitled to receive such notice or opportunity to cure more than two (2) times in any successive twelve (12) calendar month period.

(b) The failure of Borrower, a Member or Code 3 to punctually and properly to perform, observe or comply with any covenant, agreement, undertaking or condition contained in this Note or any of the Loan Documents (other than the payment obligations set forth in this Note) or any other agreement between Borrower and Lender and the continuation of such failure for the period of time expressly provided for cure in writing in this Note or such Loan Documents or other agreement, and if no such cure period is expressly provided, for a period of forty-five (45) days after Borrower receives written notice thereof; provided, however that Borrower shall not be entitled to such notice and opportunity to cure in the case of a Default of the nature described in subsections (c), (d), (e), (f), (g) and (h) below.

(c) The occurrence of a default under and pursuant to any other mortgage, deed of trust, security agreement or assignment which covers any part of the Collateral which continues beyond any applicable grace or cure period in such mortgage, deed of trust, security agreement or assignment (but this provision does not grant or imply consent to any such mortgage, deed of trust, security agreement or assignment) which secures any outstanding obligation of Borrower in excess of \$50,000 and which is not dismissed, discharged, paid or otherwise satisfied on or before sixty (60) days thereafter.

(d) The occurrence of any event which results in the acceleration of the maturity of any indebtedness owing by Borrower to any third party under any agreement or understanding in excess of \$50,000.00 and which is not dismissed, discharged, paid or otherwise satisfied on or before sixty (60) days thereafter.

(e) The entry of any final, non-appealable judgment against Borrower for an amount in excess of \$50,000.00 for which adequate reserves have not been established or the issuance, levy or entry of any attachment, execution, sequestration or other writ or other lien against any of the property of Borrower for an amount in excess of \$50,000.00, if undischarged, unbonded or undismissed within sixty (60) days after such entry, which is not being contested in good faith by proceedings diligently conducted and pursued and for which adequate reserves have been established.

(f) Subject to any limitation, if any, of the survival of any representation or warranty expressly contained in the Loan Documents or any other applicable document or agreement, any representation or warranty made by Borrower, a Member or Code 3 contained in any of the Loan Documents, or in any other document delivered by Borrower, a Member or Code 3 to Lender in connection therewith or with the purchase of the Collateral from Lender and/or the Loan Documents, is false, misleading, erroneous or breached in any material respect as of the date made.

(g) If Borrower, a Member or Code 3: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; or (v) voluntarily become a party to any proceeding other than as describing in paragraphs (i) through (iv) above, seeking to effect a suspension or having the effect of suspending any of the rights or remedies of Lender granted or referred to in the Purchase Agreement, provided, however, that nothing contained herein shall be construed to waive, preclude or impair any remedies, claims or defenses available to Borrower under the Purchase Agreement.

(h) The liquidation, dissolution, merger, consolidation, termination or forfeiture of right to do business of Borrower or a Member, other than: (i) a merger or consolidation of another person or entity into or with Borrower or a Member, where the Borrower or such Member is the resulting entity and the merging consolidating entity has a net worth immediately prior to such merger or consolidation which is not less than that of the Borrower or such Member immediately prior thereto, and (ii) the resulting entity is Controlled by Philip A. Arno. For the purposes of this Section 1(h) "Controlled By" means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities, by contract or otherwise).

(i) After the completion of the Build Out (as defined in the Purchase Agreement), the complete cessation or interruption of broadcast of the radio signal for digital television broadcast ("Signal") of the Station (as defined with the Purchase Agreement") which prevents the use by Lender of the broadcasting rights as described in

Section 5.1 of the Purchase Agreement, that continues for more than fifteen (15) days during any thirty (30) calendar day period.

(j) After completion of the Build Out, the cessation or interruption of broadcast of the Station's Signal for any reason, other than force majeure that continues for more than thirty (30) consecutive calendar days.

(k) The occurrence of a default under that certain Promissory Note in the original principal amount of \$90,000.00 executed by Code 3 and made payable to Lender of even date herewith ("Code 3 Note") or any of the security agreements and other loan documents executed by Code 3 in connection with such Code 3 Note ("Code 3 Loan Documents"), subject to the notice and cure period, if any, expressly provided for Code 3 in such Code 3 Note and/or Code 3 Loan Documents.

(l) The occurrence of a default with respect to any of the obligations of Borrower or Code 3 under the Purchase Agreement, subject to the notice and cure period, if any, expressly provided for such default in the Purchase Agreement.

Nothing contained in this Note shall be construed to limit the events of default that are expressly enumerated in any of the other Loan Documents, and the events of default in this Note shall, together with such other enumerated events of default, be cumulative.

2. WAIVER BY BORROWER: EXCEPT AS TO THE APPLICABLE NOTICE AND CURE PROVISIONS, IF ANY, EXPRESSLY SET FORTH IN THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, BORROWER AND ALL OTHER PARTIES LIABLE FOR THIS NOTE WAIVE DEFAULT, DEMAND, NOTICE OF INTENT TO DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST, NOTICE OF PROTEST, GRACE, NOTICE OF DISHONOR, NOTICE OF INTENT TO ACCELERATE MATURITY, NOTICE OF ACCELERATION OF MATURITY, DILIGENCE IN COLLECTION, AND ALL OTHER NOTICES AND DEMANDS FOR WHICH WAIVER IS NOT PROHIBITED BY LAW, AND DILIGENCE IN COLLECTION OF THE INDEBTEDNESS; AND AGREE TO ALL RENEWALS, EXTENSIONS, INDULGENCES, PARTIAL PAYMENTS, RELEASES OR EXCHANGES OF COLLATERAL, OR TAKING OF ADDITIONAL COLLATERAL, WITH OR WITHOUT NOTICE, BEFORE OR AFTER MATURITY.

3. Non-Waiver by Lender: Neither the failure nor any delay on the part of Lender to exercise any right, power or privilege herein or under any of the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any provision in this Note or in any of the other Loan Documents and no departure by Borrower therefrom shall be effective unless the same shall be in writing and signed by Lender, and then shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing.

4. Other Remedies Not Required: Lender shall not be required to first file suit, exhaust all remedies, or enforce its rights against any security in order to enforce payment of this Note.

5. Joint and Several Liability: Borrower and all guarantors are jointly and severally liable for the payment of the indebtedness represented by this Note.

6. Attorney's Fees: If Lender requires the services of an attorney to enforce the payment of this Note or the performance of the other Loan Documents, or if this Note is collected through any lawsuit, bankruptcy, or other judicial proceeding, Borrower agrees to pay Lender an amount equal to its reasonable attorney's fees and other collection costs. This provision shall be limited by any applicable statutory restrictions relating to the collection of attorney's fees.

7. Acceleration and Waiver of Notices: Subject to compliance with the applicable notice and cure provisions, if any, expressly provided herein or in any of the other Loan Documents, upon the occurrence of any Default, Lender, at Lender's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein or in any of the other Loan Documents or pursue any combination of the foregoing remedies. Borrower acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Borrower and each guarantor, surety, and endorser acknowledge and understand that by the waivers contained in this Note they waive any right they may have to receive notices of default under this Instrument, the Deed of Trust, and the other Loan Documents, as well as any opportunity to cure any such default, except to the extent of the notice and cure provisions, if any, otherwise expressly set forth in such instruments or documents. The right to accelerate maturity of this Note or any other indebtedness set forth or described herein or in any other Loan Document does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and the holder hereof does not intend to charge or receive any unearned or unaccrued interest in the event of acceleration.

MISCELLANEOUS PROVISIONS:

- 1. Subsequent Holder:** All references to Lender in this Note shall also refer to any subsequent owner or holder of this Note by transfer, assignment, endorsement or otherwise.
- 2. Transfer:** Borrower acknowledges and agrees that Lender may transfer this Note or partial interests in the Note to one or more transferees or participants. Borrower authorizes Lender to disseminate any information it has pertaining to the loan evidenced by this Note, to any such transferee or participant or prospective transferee or participant.
- 3. Other Parties Liable:** All promises, waivers, agreements and conditions applicable to Borrower shall likewise be applicable to and binding upon any other parties primarily or secondarily liable for the payment of this Note, including all guarantors, endorsers and sureties.
- 4. Successors and Assigns:** The provisions of this Note shall be binding upon and inure to the benefit of the successors and assigns of Lender and Borrower.
- 5. Modifications:** Any modifications agreed to by Lender relating to the release of liability of any of the parties primarily or secondarily liable for the payment of this Note, or relating to the release, substitution, or subordination of all or part of the security for this Note, shall in no way constitute a release of liability with respect to the other parties or security not covered by such modification.
- 6. Entire Agreement; Construction:** Borrower warrants and represents that the Loan Documents constitute the entire agreement between Borrower and Lender with respect to the loan evidenced by this Note and agrees that no modification, amendment or additional agreement with respect to such loan or the advancement of funds thereunder will be valid and enforceable unless made in writing signed by both Borrower and Lender. The headings or titles of sections and paragraphs in this Note are provided for convenience only and will not affect the construction or interpretation of the content of such sections and paragraphs. All references to specific "Sections" refer to the correspondingly named sections or paragraphs of this Note.
- 7. Borrower's Address for Notice:** All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by certified, express or registered mail, return receipt requested, postage prepaid, overnight air courier service, personal delivery, or via facsimile (with proof of transmission) to the address specified below (or to such other address which a Party shall specify to the other Party in accordance herewith):

If to Borrower:	ITV of Buffalo, LLC 9930 Keller Road Clarence Center, NY 14032 Attn: Philip A. Arno
with copies to:	Harter Secrest & Emery LLP Twelve Fountain Plaza, Suite 400 Buffalo, New York 14202 Attn: Anthony D. Mancinelli
If to Lender:	Word of God Fellowship, Inc. 3901 Highway 121 Bedford, TX 76021-3009 Attn: Marcus D. Lamb
with copies to:	Adams, Lynch & Loftin, P.C. 3950 Highway 360 Grapevine, Texas 76051-6741 Attn: John T Lynch, IV

Notice shall be deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service, or on the return receipt. Notwithstanding anything seemingly to the contrary in this Note or in any other Loan Document, any designation by Borrower or Lender of a post office box or other address which is not a physical address served by the United States Mail shall be void and of no force or effect and, in such event, the prior address for notice shall remain the address for all notices required or permitted to be sent by Lender to Borrower.

- 8. Lender's Address for Payment:** All sums payable by Borrower to Lender shall be paid at Lender's Address for Payment stated on the first page of this Note, or at such other address as Lender shall designate from time to time.

9. Business Use: Borrower warrants and represents to Lender that the proceeds of this Note will be used solely for agriculture, business or commercial purposes, and in no way will the proceeds be used for personal, family, or household purposes.

10. Chapter 346 Not Applicable: The loan evidenced by this Note is not a revolving loan and amounts loaned to Borrower and repaid to Lender may not be re-borrowed. In no event shall Chapter 346 of the Texas Finance Code (which regulates certain revolving loan accounts and revolving tri-party accounts) apply to this Note.

11. Applicable Law; Venue: THIS NOTE HAS BEEN EXECUTED AND DELIVERED IN TEXAS, IS INTENDED TO BE PERFORMED IN TEXAS, AND EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES MAY APPLY TO THE TERMS HEREOF, ITS VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION SHALL BE CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES) AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN TEXAS. In the event of a dispute involving this Note or any other instruments executed in connection herewith, the undersigned irrevocably agrees that venue for such dispute shall lie in any court of competent jurisdiction in Tarrant County, Texas.

12. Time of the Essence: Time shall be of the essence in this Note with respect to all of Borrower's obligations hereunder.

13. Borrower's Set-off Rights. Borrower shall have the right to set-off the amount of any payment or payments due to Lender under the terms of this Note against any sum that is then due and payable by Lender to Borrower under the express provisions and terms of the Purchase Agreement

[Balance of page left blank intentionally, Signature page follows.]

BORROWER'S SIGNATURE:

ITV of Buffalo, LLC,
a New York limited liability company

By: _____,
Philip A. Arno
Its sole Manager

Exhibit J

ITV Security Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made as of the ____ day of May, 2010, by ITV of Buffalo, LLC, a New York limited liability company (hereinafter called "Debtor", whether one or more), whose principal place of business and chief executive office (as those terms are used in the Code) located at 9930 Keller Road, Clarence Center, Erie County, New York 14032 and whose employer identification number is 27-2300510, in favor of WORD OF GOD FELLOWSHIP, INCORPORATED, d/b/a Daystar Television Network, a Georgia non-profit corporation ("Secured Party"), whose address is 3901 Highway 121, Bedford, Tarrant County, Texas 76021. Debtor hereby agrees with Secured Party as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) The term "Affiliate" means any individual or entity directly or indirectly Controlling, Controlled By, or Under Common Control with, another individual or entity.

(b) The term "Code" means the Texas Business and Commerce Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

(c) The term "Collateral" means all of the personal property of Debtor as set forth below (as indicated), wherever located, and now owned or hereafter acquired:

(i) All "accounts", as defined in the Code (including health-care-insurance receivables), together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

(ii) All "inventory" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(iii) All "chattel paper" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(iv) All "equipment" as defined in the Code, of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all manuals, instructions and records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form). To the extent that the foregoing property is located on, attached to, annexed to, related to, or used in connection with, or otherwise made a part of, and is or shall become fixtures upon, real property, such real property and the record owner thereof (if other than Debtor) is described on Exhibit A attached hereto and made a part hereof.

(v) All "instruments" as defined in the Code (including promissory notes), and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(vi) All "investment property" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(vii) All "documents" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(viii) All "letter of credit rights" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(ix) All "general intangibles" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses, domain names, web content and all other intellectual property owned by Debtor or used in Debtor's business, excluding FCC Licenses, now or hereafter owned or held by, on behalf of Debtor or for the benefit of Debtor.

(x) All "supporting obligations" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

The term Collateral, as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except finished goods intended for sale in the ordinary course of Debtor's business or as otherwise provided herein.

(d) The term "Debt" means (i) the principal amount of all obligations of Debtor for borrowed money, letters of credit (or applications for letters of credit, and including, without limitation, all undrawn amounts) or other similar instruments, (ii) the principal amount of all obligations of Debtor evidenced by bonds, debentures, notes or other similar instruments, (iii) the principal amount of all obligations of Debtor to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) the principal amount of all obligations under Capital Leases of Debtor, (v) installment payment non-compete agreements for Debtor, (vi) net obligations under any interest rate protection agreement of Debtor in an amount equal to (1) if such interest rate protection agreement has been closed out, the termination value thereof, or (2) if such interest rate protection agreement has not been closed out, the market-to-market value thereof determined on the basis of readily available quotations provided by any recognized dealer in such interest rate protection agreement, (vii) Debt of any other Person secured by a Lien on the property of Debtor in an amount equal to the lesser of (1) such Debt of such Person and (2) the value of such pledged property, (viii) overdue interest on any Debt of Debtor (but not accrued interest that is not overdue), (ix) Liabilities of Debtor in respect of the termination of or withdrawal by Debtor from any Plan and (x) all contingent liabilities relating to obligations of another Person of the type described in (i) through (x) above.

(e) The term "Distributions" shall mean all dividends and other distributions made by Debtor, as the case may be, other than salary, bonuses and other compensation for services in the ordinary course of business in accordance with past practices.

(f) The term "ERISA" means the Employee Retirement Income Security Act of 1974, together with all amendments from time to time thereto, including any rules or regulations promulgated thereunder.

(g) The term "FCC" means the Federal Communications Commission, or any governmental agency succeeding to the functions thereof.

(h) The term "FCC Licenses" means the antenna relay service, broadcast auxiliary license, earth station registration, business radio, microwave or special safety radio service license issued by the FCC pursuant to the Communications Act of 1934, as amended, and any other FCC License from time to time for the operation of the Station which are necessary or advisable for the operation of such television station.

(i) The term "Indebtedness" means (i) all indebtedness, obligations and liabilities of Obligor to Secured Party of any kind or character, now existing or hereafter arising, including, without limitation that one certain promissory note dated May __, 2010, in the original principal amount of \$2,160,000.00 ("Debtor Note") executed by Obligor and payable to the order of Secured Party and that one certain promissory note dated May __, 2010, in the original principal amount of \$90,000.00 ("Code 3 Note")

executed by Code 3 (as defined below) payable to the order of Secured Party (the Debtor Note and the Code 3 Note being collectively referred to as the "Note"), (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Obligor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

(j) The term "Loan Documents" means all instruments and documents evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness.

(k) The terms "Material Adverse Change" or "Material Adverse Effect" mean any act or circumstance or event which (i) causes a Default or Event of Default, (ii) otherwise could reasonably be expected to be material and adverse to the financial condition or business operations of Debtor, or (iii) in any manner whatsoever would likely affect the validity or enforceability of any of the Loan Documents.

(l) The term "Moody's" means Moody's Investors Service, Inc.

(m) The term "Necessary Authorization" means any license, permit, consent, approval or authorization from, or any filing or registration with, any governmental or other regulatory authority (including without limitation the FCC) necessary or appropriate to enable Debtor to maintain and operate its FCC Licenses, business and properties.

(n) The term "Obligated Party" means Code 3 Broadcasting, LLC, a New York limited liability company ("Code 3"), 5150 Communications, LLC, a New York limited liability company ("5150"), and Nickel City Media, LLC, a New York limited liability company ("Nickel City").

(o) The term "Obligor" means Debtor.

(p) The term "Permitted Investments" means (i) obligations of, or guaranteed by, the United States of America or any instrumentality thereof, (ii) bank repurchase agreements and certificates of deposit issued by, and money market fund or other accounts placed with commercial banks organized under the Laws of the United States of America or any state thereof which banks' debt obligations have one of the two highest rating obtainable from Moody's or S&P, or any other financial institution approved in writing by Secured Party, (iii) certificates of deposit issued by, and accounts placed with, financial institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that the principal amount of certificates of deposit that may be obtained from, or accounts placed with, any one such financial institution shall not exceed the amount of such federal insurance, (iv) accounts receivable, chattel paper, instruments, and contract rights arising in the ordinary course of business, (v) Investments in corporate or municipal debt instruments rated, at the date of purchase, "A" or equivalent or better, by at least one of Moody's, S&P, or a comparable rating institution, and (vi) money market funds or other accounts placed with brokerage houses approved in writing by Secured Party not to exceed the amount of insurance coverage of such brokerage house with respect to each such Investment.

(q) The term "Permitted Liens" means (i) Liens securing Secured Party, (ii) pledges or deposits made to secure payment of workmen's compensation, or to participate in any fund in connection with workmen's compensation, unemployment insurance, pensions, or other social security programs (excluding any Liens in respect of ERISA), (iii) good-faith pledges or deposits made to secure performance of bids, tenders, contracts (other than for the repayment of borrowed money), or leases, or to secure statutory obligations, surety or appeal bonds, or indemnity, performance, or other similar bonds in the ordinary course of business, (iv) encumbrances consisting of zoning restrictions, easements, or other restrictions on the use of real property, none of which impair the use of such property by Debtor in the operation of its business in any manner which would have a Material Adverse Effect, and (v) the following, if the validity or amount thereof is being contested in good faith and by appropriate and lawful proceedings and so long as levy and execution thereon have been stayed and continue to be stayed; claims and Liens for Taxes due and payable; claims and Liens upon, and defects of title to, real or personal property or

other legal process prior to adjudication of a dispute on the merits, including mechanic's and materialmen's Liens; and adverse judgments on appeal.

(r) The term "Person" means an individual, corporation, partnership, trust or unincorporated organization, limited liability company, or a government or any agency or political subdivision thereof.

(s) The term "Plan" means any plan subject to Title IV of ERISA and maintained for employees of Debtor, or of any member of a controlled group of corporations, as the term "controlled group of corporations" is defined in Section 1563 of the Internal Revenue Code of 1986, as amended, of which Debtor is a part.

(t) The term "Reportable Event" means a reportable event as defined in Section 4043(b) of Title IV of ERISA.

(u) The term "S&P" means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., a New York corporation.

(v) The term "Station" means the television station identified as WNGS (Facility ID No. 9088), licensed by the FCC to Springville, New York

(w) The term "Tax Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations thereunder.

(x) The term "Tribunal" means any state, commonwealth, federal, foreign, territorial, or other court or governmental department, commission, board, bureau, agency or instrumentality.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code.

2. Security Interest. As security for the Indebtedness, Debtor, for value received, hereby pledges and grants to Secured Party a continuing security interest in the Collateral.

3. Representations and Warranties. In addition to any representations and warranties of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor hereby represents and warrants the following to Secured Party:

(a) Authority. The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor, to the extent Debtor is a corporation, by all necessary partnership action, to the extent Debtor is a partnership, or by all necessary limited liability company action, to the extent Debtor is a limited liability company.

(b) Accuracy of Information. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Collateral is true and correct, in all material respects as of the date of this Agreement. The exact legal name, social security number (if applicable), tax identification number, employee identification number and organization number of Debtor is correctly shown in the first paragraph hereof.

(c) Enforceability. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) Ownership and Liens. Debtor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other instrument similar in effect covering all or any part

of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party.

(e) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, (B) the articles or certificate of incorporation, charter, bylaws, partnership agreement, articles or certificate of organization, or regulations as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by Debtor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(f) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. To the extent permitted in the Code, possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral.

(g) Location/Identity. Debtor's principal place of business and chief executive office (as those terms are used in the Code), as the case may be is located at the address set forth on the first page hereof. Except as specified elsewhere herein, all Collateral and records concerning the Collateral shall be kept at such address and such other addresses as may be listed in Schedule 1 attached hereto and made a part hereof. Debtor's organizational structure, state of organization, and organizational number (the "Organizational Information") are as set forth on the first page hereof.

(h) Solvency of Debtor. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Debtor at the time of the execution of this Agreement, and assuming that the Purchase Price (as defined in the Loan Documents) represents the fair market value of the assets purchased by the Debtor from the Secured Party under the Purchase Agreement (as defined in the Note) as of the effective date of this Agreement, (i) Debtor is and will be solvent, (ii) the fair saleable value of Debtor's assets exceeds and will continue to exceed Debtor's liabilities (both fixed and contingent), (iii) Debtor is paying and will continue to be able to pay its debts as they mature, and (iv) if Debtor is not an individual, Debtor has and will have sufficient capital to carry on Debtor's businesses and all businesses in which Debtor is about to engage.

(i) Exclusion of Certain Collateral. Unless otherwise agreed by Secured Party, the Collateral does not include any aircraft, watercraft or vessels, railroad cars, railroad equipment, locomotives or other rolling stock intended for a use related to interstate commerce.

(j) Compliance with Environmental Laws. From and after the date of this Agreement, except as disclosed in writing to Secured Party: (i) Debtor will conduct Debtor's businesses in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions, including without limitation, those pertaining to health or environmental matters such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (collectively, together with any subsequent amendments, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous Substance Waste Amendments of 1984 (collectively, together with any subsequent amendments, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act; and (ii) none of the operations of Debtor will be the subject of a federal, state or local investigation evaluating whether any material remedial action is needed to respond to a release or disposal of any toxic or hazardous substance or solid waste into the environment. The terms "hazardous substance" and "release", as used herein, shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal", as used herein, shall have the meanings specified in RCRA; provided,

however, that to the extent that the laws of the State of Texas establish meanings for such terms which are broader than that specified in either CERCLA or RCRA, such broader meanings shall apply.

(k) Inventory. The security interest in the inventory shall continue through all stages of manufacture and shall, without further action, attach to the accounts or other proceeds resulting from the sale or other disposition thereof and to all such inventory as may be returned to Debtor by its account debtors.

(l) Accounts. Each account represents the valid and legally binding indebtedness of a bona fide account debtor arising from the sale or lease by Debtor of goods or the rendition by Debtor of services and, to the Debtor's knowledge, is not subject to contra accounts, setoffs, defenses or counterclaims by or available to account debtors obligated on the accounts. To the Debtor's knowledge, the amount shown as to each account on Debtor's books is the true and undisputed amount owing and unpaid thereon, subject only to discounts, allowances, rebates, credits and adjustments to which the account debtor has a right and which have been disclosed to Secured Party in writing.

(m) Chattel Paper, Documents and Instruments. The chattel paper, documents and instruments of Debtor pledged hereunder have only one original counterpart and no party other than Debtor or Secured Party is in actual or constructive possession of any such chattel paper, documents or instruments.

4. Affirmative Covenants. In addition to all covenants and agreements of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective, and until the Indebtedness is fully paid and satisfied, unless Secured Party shall otherwise consent in writing.

(a) Ownership and Liens. Debtor will maintain good and marketable title to all Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted herein or by the other Loan Documents. Debtor will not voluntarily create and will undertake and diligently prosecute reasonable efforts to terminate and eliminate any dispute, right of setoff or counterclaim with respect to all or any part of the Collateral. Debtor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Secured Party. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, for the purpose of terminating any financing statements currently filed with respect to the Collateral. Debtor will defend at its expense Secured Party's right, title and security interest in and to the Collateral against the claims of any third party.

(b) Further Assurances. Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may reasonably request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including, without limitation, executing (if requested) and filing such financing or continuation statements, or amendments thereto.

(c) Inspection of Collateral. Debtor will keep adequate records concerning the Collateral and will permit Secured Party and all representatives and agents appointed by Secured Party to inspect any of the Collateral and the books and records of or relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information.

(d) Payment of Taxes. Debtor (i) will timely pay all property and other taxes, assessments and governmental charges or levies imposed upon the Collateral or any part thereof, (ii) will timely pay all lawful claims which, if unpaid, might become a lien or charge upon the Collateral or any part thereof, and (iii) will maintain appropriate accruals and reserves for all such liabilities in a timely fashion in accordance with generally accepted accounting principles. Debtor may, however, delay paying or discharging any such taxes, assessments, charges, claims or liabilities so long as the validity thereof is contested in good faith by proper proceedings and provided Debtor has set aside on Debtor's books adequate reserves therefor. Notwithstanding any other provision contained in this Subsection, Secured Party may at its

discretion exercise its rights under Subsection 6(c) at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) Mortgagee's and Landlord's Waivers. Omitted Intentionally.

(f) Control Agreements. Omitted Intentionally.

(g) Condition of Goods. Debtor will maintain, preserve, protect and keep all Collateral which constitutes goods in good condition, repair and working order and will cause such Collateral to be used and operated in good and workmanlike manner, in accordance with applicable laws and in a manner which will not make void or cancelable any insurance with respect to such Collateral. Debtor will promptly make or cause to be made all repairs, replacements and other improvements to or in connection with the Collateral which Secured Party may request from time to time.

(h) Insurance. Omitted Intentionally.

(i) Accounts and General Intangibles. Debtor will, except as otherwise provided in Subsection 6(e), collect, at Debtor's own expense, all amounts due or to become due under each of the accounts and general intangibles. In connection with such collections, Debtor may and, at Secured Party's direction, will take such action not otherwise forbidden by Subsection 5(e) as Debtor or Secured Party may deem necessary or advisable to enforce collection or performance of each of the accounts and general intangibles. Debtor will also duly perform and cause to be performed all of its obligations with respect to the goods or services, the sale or lease or rendition of which gave rise or will give rise to each account and all of its obligations to be performed under or with respect to the general intangibles.

(j) Chattel Paper, Documents and Instruments. Debtor will take such action as may be reasonably requested by Secured Party in order to cause any chattel paper, documents or instruments to be valid and enforceable and will cause all chattel paper to have only one original counterpart. Upon request by Secured Party after there has occurred an Event of Default which is then continuing, Debtor will deliver to Secured Party all originals of chattel paper, documents or instruments and will mark all chattel paper with a legend indicating that such chattel paper is subject to the security interest granted hereunder.

(k) Accounts and Records. Debtor will maintain its books and records in a manner as to reasonably account for its income, expenses, contracts and assets.

(l) Right of Inspection. Debtor will permit Secured Party to visit its properties and installations and to examine, audit and make and take away copies or reproductions of Debtor's books and records, at all reasonable times and after reasonable prior notice to Debtor.

(m) Right to Additional Information. Debtor will furnish Secured Party with such additional information and statements, lists of assets and liabilities, tax returns, and other reports with respect to Debtor's financial condition and business operations as Secured Party may reasonably request from time to time.

(n) Maintenance of Existence; Compliance with Laws. Debtor shall preserve and maintain, or timely obtain and thereafter preserve and maintain, its existence as a limited liability company, and its rights, franchises, and licenses (including without limitation FCC), and Debtor shall preserve and maintain privileges and all other Necessary Authorizations from federal, state and local governmental bodies and any Tribunal (regulatory or otherwise); qualify and remain qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization; conduct business in an orderly and efficient manner consistent with good business practices, and perform and comply with all Applicable Laws imposed by any governmental unit upon Debtor, the Obligated Parties, and their businesses, operations and properties (including without limitation, all applicable environmental statutes, rules, regulations and ordinances). Debtor shall engage substantially in the television and communication related business and activities related thereto.

(o) Insurance. Omitted Intentionally.

(p) Notice of Indebtedness. Debtor will promptly inform Secured Party of the creation, incurrence or assumption by Debtor of any actual or contingent liabilities not permitted under this Agreement.

(q) Notice of Litigation. Debtor will promptly after the commencement thereof, notify Secured Party of all actions, suits and proceedings before any court or any governmental department, commission or board affecting Debtor or any of its properties.

(r) Notice of Material Adverse Change. Debtor will promptly inform Secured Party of any and all Material Adverse Changes.

(s) Compliance with ERISA. Omitted Intentionally.

(t) Withholding. Debtor has withheld or will cause to be withheld from all employees and has timely paid or will cause to be paid to the appropriate governmental entities proper and accurate amounts for all periods through the date of this Agreement in compliance with the Tax Code and all other Applicable Laws.

(u) Filing of Tax Returns. Debtor will file, prior to applicable deadlines, all Tax Returns with the appropriate taxing authorities required to be filed by Debtor, including, but not limited to, all Tax Returns the filing of which is necessary for any business conducted by Debtor. The Tax Returns will be, when filed, complete, correct and accurate representations of any income, franchise or other Tax liabilities of Debtor and/or Debtor's activities and will contain all items and information required to be reported thereon. Each such Tax Return will be prepared in all material respects in compliance with the Tax Code and all other Applicable Laws.

(v) Excise Taxes. Debtor has not engaged and is not engaging in any transaction which would subject Debtor to any liability for excise Taxes under the Code.

(w) Additional Documentation. Debtor will execute and deliver, or cause to be executed and delivered, any and all other agreements, instruments or documents which Secured Party may reasonably request in order to give effect to the transactions contemplated under this Agreement and the other Loan Documents.

(x) FCC Reports. Debtor will notify Secured Party, promptly upon receipt thereof, of information with respect to and copies of any notices received from the FCC or any other federal, state or local regulatory agencies or any Tribunal relating to any order, ruling, law, information or policy that relates to a breach of or noncompliance with the Communications Act, which in each case could reasonably be expected to result in the payment of money by Debtor in an amount of \$50,000.00 or more in the aggregate, or otherwise have a Material Adverse Effect, or result in the loss or suspension of any Necessary Authorization. As soon as available and in any event within 120 days after the end of each fiscal year of Debtor, Debtor will provide Secured Party an annual ownership report, setting forth in detail the ownership of all FCC Licenses held by or on behalf Debtor.

(y) Notice of Default. Debtor will provide Secured Party, promptly upon the happening of any condition or event which constitutes a Default or Event Default, a written notice specifying the nature and period of existence thereof and what action Debtor is taking and proposes to take with respect thereto.

(z) Notice of Claims and Litigation. Debtor will provide Secured Party a written notice, promptly upon becoming aware of the existence of any claim or any proceedings before any Tribunal (but no later than 10 days after the filing thereof) involving (i) Debtor which could reasonably be expected to involve the payment of \$5,000.00 or more by Debtor, or (ii) which, under normal operating standards, could result in a reserve being established in excess of \$5,000.00, specifying the nature thereof and whether Debtor will contest such proceeding.

(aa) Notice of Claimed Default. Debtor will provide Secured Party promptly upon becoming aware that the holder of any note or any evidence of indebtedness or other security in an amount of \$50,000.00 or more of Debtor has given notice or taken any action with respect to a claimed default or event of default thereunder, a written notice specifying the notice given or action taken by such holder and

the nature of the claimed default or event of default thereunder and what action Debtor is taking or proposes to take with respect thereto.

5. Negative Covenants. Debtor will comply with the covenants contained in this Section 5 at all times during the period of time this Agreement is effective, and until the Indebtedness is fully paid and satisfied, unless Secured Party shall otherwise consent in writing.

(a) Transfer or Encumbrance. Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral, (ii) grant a lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the Collateral to any party other than Secured Party, or (iii) deliver actual or constructive possession of any of the Collateral to any party other than Secured Party, except for (A) sales and leases of inventory in the ordinary course of business, and (B) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Debtor and made subject to the security interest under this Agreement, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim; provided, however, the exceptions permitted in clauses (A) and (B) above shall automatically terminate upon the occurrence and at all times during the continuation of an Event of Default.

(b) Impairment of Security Interest. Debtor will not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.

(c) Possession of Collateral. Debtor will not cause or permit the removal of any Collateral from its possession, control and risk of loss, nor will Debtor cause or permit the removal of any Collateral (or records concerning the Collateral) from the address on the first page hereof and the addresses specified on Schedule 1 to this Agreement other than (i) as permitted by Subsection 5(a), or (ii) in connection with the possession of any Collateral by Secured Party or by its bailee. If any Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

(d) Goods. Debtor will not permit any Collateral which constitutes goods to at any time (i) be covered by any document except documents in the possession of the Secured Party, (ii) become so related to, attached to or used in connection with any particular real property so as to become a fixture upon such real property, or (iii) be installed in or affixed to other goods so as to become an accession to such other goods unless such other goods are subject to a perfected first priority security interest under this Agreement.

(e) Compromise of Collateral. Debtor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall automatically terminate upon the occurrence and at all times during the continuation of an Event of Default or upon Secured Party's written request. Debtor shall provide to Secured Party such information concerning (i) any material adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any material claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Secured Party may request from time to time.

(f) Financing Statement Filings. Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed in one or more of the following jurisdictions: the location of Debtor's principal residence, the location of Debtor's place of business, the location of Debtor's chief executive office, or other such place as the Debtor may be "located" under the provisions of the Code; where Debtor maintains any Collateral, or has its records concerning any Collateral, as the case may be. Without limitation of any other covenant herein, Debtor will neither cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Debtor's principal residence, the location of Debtor's place of business, or the location of Debtor's chief executive office, as the case may be, to a jurisdiction other than as represented in Subsection 3(g), nor will Debtor change its name or the Organizational Information as represented in Subsection 3(g), unless Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished

pursuant to this Subsection, Debtor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

Without limiting Secured Party's rights hereunder, Debtor authorizes Secured Party to file financing statements and amendments thereto under the provisions of the Code as amended from time to time.

(g) Marking of Chattel Paper. Debtor will not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to Secured Party indicating that Secured Party has a security interest in the Chattel Paper.

(h) Nature of Business. Debtor will not make any material change in the nature of its business as carried on as of the date hereof.

(i) Liquidations, Mergers, Consolidations; Acquisitions. Debtor will not liquidate, merge or consolidate with or into, or acquire, any other entity.

(j) Sale of Assets. Debtor will not sell, transfer or otherwise dispose of any of its assets or properties other than in the ordinary course of business. Debtor will not sell, transfer or otherwise dispose of any or all of the FCC Licenses held by Debtor or on its behalf.

(k) Liens. Debtor will not create, incur, or suffer to exist any Lien or encumbrance on any of its assets, including without limitation, the FCC Licenses held by Debtor or on its behalf, any proceeds from the sale or transfer of any of the foregoing assets, and any other proceeds, other than Permitted Liens. Debtor will not agree with any Person other than Secured Party to create, incur or suffer to exist any Lien or encumbrance on any of its assets, including without limitation, the FCC Licenses held by Debtor or on its behalf, any proceeds from the sale or transfer of any of the foregoing assets, and any other proceeds.

(l) Debt. Debtor will not create, incur or assume any Debt or issue or assume any Debt, or guarantee any Debt of others, other than borrowings from Secured Party.

(m) Transfer of Ownership. Debtor will not permit the sale, pledge or other transfer of any of the ownership interests in Debtor. Debtor will not issue any membership interests to any Person, other than the membership interests in Debtor that are outstanding on the date of this Agreement.

(n) Loans; Investments. Debtor will not make any loans to any Person. Debtor will not make or acquire any Investment, except Permitted Investments.

(o) Distributions. Debtor will not make any Distributions to any Person: (i) that will or could reasonably be expected to impair the ability of Debtor to timely pay required debt service payments to Secured Party and Debtor's reasonably anticipated operating expenses and costs, or (ii) without setting aside reasonably adequate reserves for the debt service and operating expenses of Debtor.

(p) Transactions with Affiliates. Debtor will not enter into any transaction, including, without limitation, the purchase, sale or exchange of property or the rendering of any service with any Affiliate of Debtor except (i) in the ordinary course of the business as historically conducted and in accordance with the Loan Documents, or (ii) under fair and reasonable terms that it would obtain in a hypothetical comparable arm's length transaction, or (iii) under the management or operations agreement between Debtor and Code 3 regarding the Station and the FCC Licenses approved by Secured Party in advance.

(q) Debtor hereby agrees with Secured Party that Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the FCC Licenses, or (ii) grant a Lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the FCC, or (iii) enter into, any agreement with any person or entity (other than Secured Party) which would prevent the Debtor from entering into, or complying in all respects with, the negative pledge agreement provided in this Section 5(q), or (iv) enter into any agreement with any Person granting the right to operate, use or manage the Station or the FCC License without the prior written consent of Secured Party, or (v) modify or amend the written agreement with Code 3 for management and operation of the Station that has been approved by Secured Party at or prior to the effective date of this Agreement.

6. Financial Covenants. Debtor will comply with the covenants contained in this Section 6 at all times during the period of time this Agreement is effective, and until the Indebtedness is fully paid and satisfied, unless Secured Party shall otherwise consent in writing.

(a) Additional Financing Statements Filings. Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Debtor further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

(b) Power of Attorney. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, after the occurrence of an Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral; (ii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) above; and (iii) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral. In the event there occurs an Event of Default which is fully cured before Secured Party takes affirmative action under the power of attorney in this Section 6(b), the appointment of Secured Party as attorney-in-fact shall be deemed revoked; provided, however, in the event that Secured Party undertakes affirmative action as attorney-in-fact after the occurrence of an Event of Default, the appointment of Secured Party as attorney-in-fact shall not be thereafter affected by the curing of such Event of Default without the prior consent of Secured Party, which shall not be unreasonably withheld.

(c) Performance by Secured Party. If Debtor fails to perform any agreement or obligation provided herein, subject to the applicable notice and cure period, if any, specified herein or in any of the Loan Documents, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Debtor on demand.

(d) Debtor's Receipt of Proceeds. Upon the occurrence and during the continuance of an Event of Default, all amounts and proceeds (including instruments and writings) received by Debtor in respect of such accounts or general intangibles shall be received in trust for the benefit of Secured Party hereunder and, upon request of Secured Party, shall be segregated from other property of Debtor and shall be forthwith delivered to Secured Party in the same form as so received (with any necessary endorsement) and applied to the Indebtedness in such manner as Secured Party deems appropriate in its sole discretion.

(e) Notification of Account Debtors. Upon the occurrence and during the continuance of an Event of Default, Secured Party may at its discretion from time to time notify any or all obligors under any accounts or general intangibles (i) of Secured Party's security interest in such accounts or general intangibles and direct such obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party, and (ii) to verify the accounts or general intangibles with such obligors. Secured Party shall have the right, at the expense of Debtor, to enforce collection of any such accounts or general intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor.

7. Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

(a) Non-Performance of Covenants. The failure of Obligor or any Obligated Party to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein, which failure continues to exist beyond the notice and cure period expressly provided for such failure in any agreement between Secured Party and the defaulting party, and if no such notice and cure period is expressly provided, for a monetary default, thirty (30) days after written notice is given to the defaulting party stating the nature of such failure, and for a non-monetary default, forty-five (45) days after written notice is given to the defaulting party stating the nature of such failure, provided, however, notwithstanding any notice and cure provisions in this Agreement or any other Loan Document, Debtor shall not be entitled

to notice or opportunity to cure for any failure to properly observe, keep or perform the covenants and agreements of Debtor in Section 5(q) above; or

(b) Default under other Loan Documents. The occurrence of an event of default under any of the other Loan Documents which continues to exist beyond the notice and cure period expressly provided for such failure in the Loan Documents; or

(c) False Representation. Any representation contained herein or in any of the other Loan Documents made by Obligor is false or misleading in any material respect at the time it was made.

8. Remedies and Related Rights. If an Event of Default shall have occurred, and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Debtor hereby consents to any such appointment; and

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise, to the full extent permitted by the Code, Secured Party shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indebtedness.

In the event Secured Party shall elect to sell the Collateral, Secured Party may sell the Collateral without giving any warranties as and shall be permitted to specifically disclaim any warranties of title or the like. Further, if Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the Indebtedness. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale. Debtor agrees that in the event Debtor or any Obligor is entitled to receive any notice under the Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the first page hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party

may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Application of Proceeds. If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Secured Party in connection with (A) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (B) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) by holding such cash and proceeds as Collateral;

(v) to the payment of any other amounts required by applicable law (including without limitation, Section 9.615(a)(3) of the Code or any other applicable statutory provision); and

(vi) by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(c) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, Obligor and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents, to the full extent permitted by the Code.

(d) Non-Judicial Remedies. In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Debtor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Debtor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Debtor from resorting to judicial process at either party's option.

(e) Other Recourse. Debtor hereby waives: (i) any right to require Secured Party to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Debtor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Secured Party, (ii) any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness, (iii) any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party, (iv) the right to enforce any remedy which Secured Party has or may hereafter have against any third party, and (v) any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party; provided, however, that none of the waivers described above shall be construed or interpreted as a waiver by Debtor of any rights to notice and cure, affirmative claims or defenses expressly granted to Debtor in the Loan Documents. Until all of the Indebtedness shall have been paid in full, Debtor shall have no right of subrogation. Debtor authorizes Secured Party, and without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the

Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

9. Indemnity. As provided in the Code, Debtor hereby indemnifies and agrees to hold harmless Secured Party, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, any Indemnified Person arising after the effective date of this Agreement in connection with the protection and/or preservation of the Collateral pursuant to the rights and remedies expressly granted to Secured Party under this Agreement or any of the Loan Documents, but excluding any Claims that are caused by the willful misconduct or gross negligence of any Indemnified Person'. The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

10. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire agreement of Secured Party and Debtor with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) Amendment. No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is authenticated by the party against whom it is sought to be enforced, except to the extent of amendments specifically permitted by the Code without authentication by the Debtor or Obligor.

(c) Actions by Secured Party. The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the obligations of Debtor hereunder.

(d) Waiver by Secured Party. Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default to protect the Collateral or Secured Party's interest in the Collateral without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by Debtor therefrom shall be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances.

(e) Costs and Expenses. Debtor will upon demand pay to Secured Party the amount of any and all costs and expenses (including without limitation, reasonable attorneys' fees and expenses), which Secured Party may incur in connection with (i) the perfection and preservation of the security interests granted under this Agreement, (ii) the administration of this Agreement, (iii) from and after the date of this Agreement, the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (iv) the exercise or enforcement of any of the rights of Secured Party under this Agreement and the Note, or (v) the failure by Debtor to perform or observe any of the duties and obligations of Debtor under this Agreement.

(f) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) **Venue.** This Agreement has been entered into in the county in Texas where Secured Party's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in the county or judicial district where this Agreement has been executed and delivered. Debtor agrees to personal and subject matter jurisdiction in the courts of the State of Texas sitting in Tarrant County, Texas.

(h) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) **No Obligation.** Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to Obligor.

(j) **Notices.** All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof or to such different address as the addressee shall have designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address. Notwithstanding anything seemingly to the contrary in this Note or in any other Loan Document, any designation by Debtor or Secured Party of a post office box or other address which is not a physical address served by the United States Mail shall be void and of no force or effect and, in such event, the prior address for notice shall remain the address for all notices required or permitted to be sent by Secured Party to Debtor. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and, except as otherwise required by applicable law, shall be deemed to be given or delivered when actually received by the party to whom directed, or, if earlier and regardless of whether actually received, upon deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage fully prepaid, addressed to the party to whom directed at its address as described above.

(k) **Binding Effect and Assignment.** This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Debtor and the successors and assigns of Debtor, and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing, except to the extent otherwise expressly provided by the terms and provisions of the Loan Documents, Secured Party may pledge, assign or otherwise transfer the Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(l) **Cumulative Rights.** All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Secured Party under the Code.

(m) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(n) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

EXECUTED as of the date first written above.

DEBTOR/OBLIGOR:

ITV OF BUFFALO, LLC,
a New York limited liability company

By: _____
Philip Arno, its sole Manager

SECURED PARTY:

WORD OF GOD FELLOWSHIP, INCORPORATED,
d/b/a Daystar Television Network,
a Georgia non-profit corporation

By: _____
Name: Marcus Lamb
Title: President

**SCHEDULE 1
TO
SECURITY AGREEMENT
DATED MAY ___, 2010
BY AND BETWEEN
WORD OF GOD FELLOWSHIP, INCORPORATED
AND
ITV OF BUFFALO, LLC**

The other addresses referenced in Subsection 3(g) are as follows:

None.

**EXHIBIT A
TO
SECURITY AGREEMENT
DATED MAY ____, 2010
BY AND BETWEEN
WORD OF GOD FELLOWSHIP, INCORPORATED
AND
ITV OF BUFFALO, LLC**

Owner of Record: American Tower Company

Location Description:

The tower, building and appurtenances of and at the tower site identified as follows:

Site Name:	Springville NY
Site/Tower Number:	88167
Address:	Moore Road, Springville, NY 14141
Latitude:	42 - 34 - 4.29 N 42.56786
Longitude:	78 - 43 - 22.6 W -78.72297
MTA:	Buffalo-Rochester
BTA:	Buffalo-Niagara
MSA/RSA:	Buffalo, NY
Ground Elevation AMSL:	1748 ft.
Datum:	NAD83
County:	ERIE
Region:	USA

Exhibit C

Code 3 Note

PROMISSORY NOTE

\$90,000.00

PROMISE TO PAY: FOR VALUE RECEIVED, the undersigned Borrower (whether one or more) promises to pay to the order of Lender the Principal Amount, to the extent advanced by Lender, together with interest on the unpaid balance of such amount, in lawful money of the United States of America, in accordance with all the terms, conditions and covenants of this Note and the Loan Documents identified below.

DATE: Effective May ____, 2010 ("Effective Date")

BORROWER: Code 3 Broadcasting, LLC, a New York limited liability company ("Borrower")

BORROWER'S ADDRESS FOR NOTICE: Code 3 Broadcasting, LLC
9930 Keller Road
Clarence Center, New York 14032

LENDER: Word of God Fellowship, Incorporated d/b/a Daystar Television Network, a Georgia non-profit corporation ("Lender")

LENDER'S ADDRESS FOR PAYMENT: Word of God Fellowship, Incorporated
3901 Highway 121
Bedford, Texas 76021

PRINCIPAL AMOUNT: Ninety Thousand and No/100 Dollars (\$90,000.00) ("Loan")

NOTE RATE: The Loan shall bear interest on the outstanding principal amount thereof at a fixed rate of five percent (5.0%) per annum

PAYMENT TERMS: This indebtedness represented by this Note shall be due and payable as follows:

1. Commencing on and continuing after the Effective Date and continuing through the day before the Change Date (defined below), interest on the principal balance of the indebtedness represented by this Note from time to time outstanding shall be due and payable quarterly as it accrues, with the first such quarterly interest payment being due and payable on the ____ day of October, 2010 and a like payment of interest being due on the ____ day of each January, April and July thereafter until the Change Date. The "Change Date" is the first anniversary of the Effective Date.
2. Commencing on and continuing after the Change Date, all principal and accrued and unpaid interest on the outstanding principal balance of the indebtedness represented by this Note shall be due and payable in equal quarterly payments in the amount of Six Thousand Two Hundred Forty-One and 20/100 Dollars (\$6,241.20) each, with the first such quarterly payment being due and payable on the Change Date and a like payment being due quarterly on the ____ day of each October, January, April and July thereafter until the Maturity Date (defined below), unless sooner matured in accordance with the provisions of this Note, when the entire amount of indebtedness represented by this Note, principal and interest then remaining unpaid, shall be then due and payable. The "Maturity Date" is the fifth anniversary of the Effective Date.

PREPAYMENT: Borrower shall have the right to prepay, prior to maturity, all or any part of the principal of this Note without penalty or premium. Any prepayments shall be applied first to accrued interest and then to principal. Borrower will provide written notice to the holder of this Note of any such prepayment of all or any part of the principal at the time thereof. All payments and permitted prepayments of principal or interest on this Note shall be made in lawful money of the United States of America in immediately available funds, at the address of Lender indicated above, or at such other place as the holder of this Note shall designate in writing to Borrower. All permitted partial prepayments of principal shall be applied to the last quarterly payments payable in their inverse order of maturity.

SECURITY INTEREST: To the maximum extent permitted by applicable law, the indebtedness represented by this Note is secured by a security interest, which Borrower hereby grants to Lender, in the personal property and intellectual property of Borrower ("Collateral") as set forth in a Security Agreement signed contemporaneously with this Note.

Notwithstanding anything to the contrary contained in this Agreement, Lender will not exercise any right or remedy pursuant to this Agreement or any of the other of the Loan Documents which would constitute (or result in) (i) any assignment of the Licenses (as defined in the Purchase Agreement), or (ii) any transfer of control of ITV if such assignment of the Licenses or transfer of control would require, under then existing law (including the written rules and regulations promulgated by the FCC, as defined below), the prior approval of the Federal Communications Commission ("FCC"), without first obtaining the appropriate approval of the FCC. Lender specifically agrees that voting rights in the membership interests pledged as Collateral will remain with the holders of such membership interests upon and following the occurrence of a Default unless the appropriate approvals are obtained from the FCC prior to the transfer of such membership interests and voting rights to the Lender shall have been obtained. The Borrower agrees to take, or cause to be taken by its subsidiaries, any action which the Lender may reasonably request in order to obtain and enjoy the full rights, remedies and benefits granted to the Lender by this Agreement, the Purchase Agreement and each other agreement, instrument and Loan Document delivered to the Lender by Borrower, ITV or any Member (defined below) in connection herewith evidencing or securing the Collateral, including specifically, at the Borrower's own cost and expense, the use of its best commercial efforts to assist in obtaining approval of the FCC for any transfer, action or transaction contemplated as a right or remedy of Lender by this Agreement and/or the Purchase Agreement which is then required by law, and specifically, without limitation, upon request, to prepare, sign and file with the FCC the assignor's or transferor's portion of any application or applications for consent to the assignment of license or transfer of control necessary or appropriate under the FCC's rules and regulations for approval of any sale or transfer of any of the membership interests or assets of ITV or any transfer of control over any FCC license.

LATE CHARGES: If the Lender has not received the full amount of any quarterly payment by the end of fifteen (15) calendar days after the date it is due, Borrower will pay to the Lender, in addition to accrued interest, a delinquency charge of 5% of the unpaid portion of the regularly scheduled payment. Additionally, upon maturity of this Note, if the outstanding principal balance (plus all accrued but unpaid interest) is not paid within 10 days of the maturity date, Borrower will be charged a delinquency charge of 5% of the sum of the outstanding principal balance (plus all accrued but unpaid interest). Borrower agrees with Lender that the charges set forth herein are reasonable compensation to Lender for the handling of such late payments.

LOAN DOCUMENTS:

1. This Note and all other indebtedness of Borrower described therein;
2. Security Agreement ("Security Agreement") executed by Borrower;
3. Guaranty Agreement executed by ITV of Buffalo, LLC ("ITV") by which Code 3 guarantees the prompt and full payment and performance of this Note;
4. Asset Purchase Agreement (herein so called) of even date with this Note among Borrower, ITV and Lender regarding the purchase of assets by Borrower and ITV from Lender (such Asset Purchase Agreement, together with all deeds, bills of sale and other documents executed in connection therewith being collectively referred to as the "Purchase Agreement"); and
5. All other documents signed in connection with the loan evidenced by or securing the payment of the indebtedness represented by this Note (all of the documents or instruments described in this "LOAN DOCUMENTS" Section, subsections 1 through 5, inclusive, are collectively referred to herein as the "Loan Documents").

INTEREST PROVISIONS:

1. Rate: The principal balance of this Note from time to time remaining unpaid prior to maturity shall bear interest at a rate per annum that is equal to the Note Rate (defined above in this Note), but never greater than the Maximum Lawful Rate, as those terms are defined in this Note. Interest on all unpaid principal amounts shall be calculated on the outstanding amount of the principal of this Note each date principal is outstanding, and all payments made on this Note shall be credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine. Regardless of any term that may be used from time to time to compute any of the interest rate chargeable on this Note, such as "Base Rate" or "Prime Rate", such interest rate does not necessarily mean, and shall not be construed or interpreted to mean, the lowest rate of interest charged to other borrowers or that Borrower is a favored or most favored Borrower of Lender.

2. Maximum Lawful Interest: The term "Maximum Lawful Rate" means the maximum rate of interest and the term "Maximum Lawful Amount" means the maximum amount of interest that are permissible under applicable state or federal law for the type of loan evidenced by this Note and the other Loan Documents. To the extent that Chapter 303 of the Texas Finance Code is applicable to this Note, the "weekly ceiling" specified in such Chapter is the applicable ceiling; provided that, if any applicable Texas or Federal law permits greater interest, the law permitting the greatest interest shall apply. If applicable Texas or federal law allows a higher interest rate or federal law preempts Texas law limiting the rate of interest, then the foregoing Interest Rate Ceiling shall not be applicable to this Note. If the Maximum Lawful Rate is increased by statute or other governmental action subsequent to the date of this Note,

then the new Maximum Lawful Rate shall be applicable to this Note from the effective date thereof, unless otherwise prohibited by applicable law.

3. Spreading of Interest: Because of the possibility of irregular periodic balances of principal, premature payment, and the fluctuating nature of the Note Rate, the total interest that will accrue under this Note cannot be determined in advance. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount, and to prevent such an occurrence Lender and Borrower agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by this Note, shall be spread, prorated or allocated over the full period of time this Note is unpaid, including the period of any renewal or extension of this Note, if any. If demand for payment of this Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that this Note thereafter remains unpaid for the purpose of determining if such interest exceeds the Maximum Lawful Amount. Borrower stipulates and agrees that all origination fees, loan processing fees, and inspection fees, if any, represent reasonable costs, charges and expenses incurred by Lender for the purposes for which such fees and charges are indicated, taking into account the magnitude of this loan, the risks associated with the proposed loan and the Collateral and the experience of Borrower, and that, to the maximum extent permitted by law, such fees are not to be construed or interpreted as interest. In the event for any reason such fees are found to be interest, the applicable provisions of this Note relating to the spreading, crediting and refund of excess interest shall expressly control and apply.

4. Excess Interest: At maturity (including maturity due to Lender's acceleration of the Note or on earlier final payment of this Note, Lender shall compute the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower under this Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Borrower. This provision concerning the crediting or refund of excess interest shall control and take precedence over all other agreements between Borrower and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount.

5. Interest After Default: At Lender's option, all past due payments of principal and interest on this Note, and the unpaid principal balance during the existence of any default and after maturity, shall bear interest at the "Default Interest Rate". The Default Interest Rate shall be one of the following, as selected by Lender, at Lender's option, (i) the Maximum Lawful Rate, if such Maximum Lawful Rate is established by applicable law; or (ii) the Note Rate plus five (5) percentage points, if no Maximum Lawful Rate is established by applicable law; or (iii) eighteen percent (18%) per annum; but such Default Interest Rate shall never be more than the Maximum Lawful Rate or at a rate that would cause the total interest contracted for, charged or received by Lender to exceed the Maximum Lawful Amount.

6. Daily Computation of Interest: To the extent permitted by applicable law, Lender, at its option, may either (i) compute the interest on the basis of the actual number of days in the year (365 or 366 as the case may be), or (ii) compute the interest as if each year had only 360 days. In no event, however, shall Lender compute the interest in a manner that would cause Lender to contract for, charge or receive interest that would exceed the Maximum Lawful Amount.

DEFAULT PROVISIONS:

1. EVENTS OF DEFAULT AND ACCELERATION OF MATURITY: LENDER MAY, WITHOUT NOTICE OR DEMAND (EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE STATUTE OR OTHERWISE SPECIFICALLY PROVIDED IN THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS), ACCELERATE THE MATURITY OF THIS NOTE AND DECLARE THE ENTIRE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST AT ONCE DUE AND PAYABLE UPON THE OCCURRENCE OF ANY OF THE FOLLOWING EVENTS (EACH BEING A "Default"):

(a) The failure, refusal or neglect of Borrower to pay when due any part of the principal of, or interest on, this Note or any other indebtedness or obligations owing to Lender by Borrower from time to time, and the continuation of such failure, refusal or neglect for a period of thirty (30) days after the date Lender sends notice to Borrower of such failure; provided, however, that Borrower shall not be entitled to such notice and opportunity to cure in the case of the maturity of the indebtedness represented by this Note or any other promissory notes payable to Lender; provided, however that Lender shall not be required to give and Borrower shall not be entitled to receive such notice or opportunity to cure more than two (2) times in any successive twelve (12) calendar month period.

(b) The failure of Borrower, a Member or ITV to punctually and properly to perform, observe or comply with any covenant, agreement, undertaking or condition contained in this Note or any of the Loan Documents (other than the payment obligations set forth in this Note) or any other agreement between Borrower and Lender and the continuation of such failure for the period of time expressly provided for cure in writing in this Note or such Loan Documents or other agreement, and if no such cure period is expressly provided, for a period of forty-five (45) days after Borrower receives written notice thereof; provided, however that Borrower shall not be entitled to such notice and opportunity to cure in the case of a Default of the nature described in subsections (c), (d), (e), (f), (g) and (h) below.

(c) The occurrence of a default under and pursuant to any other mortgage, deed of trust, security agreement or assignment which covers any part of the Collateral which continues beyond any applicable grace or cure period in such mortgage, deed of trust, security agreement or assignment (but this provision does not grant or imply consent to any such mortgage, deed of trust, security agreement or assignment) which secures any outstanding obligation of Borrower in excess of \$50,000 and which is not dismissed, discharged, paid or otherwise satisfied on or before sixty (60) days thereafter.

(d) The occurrence of any event which results in the acceleration of the maturity of any indebtedness owing by Borrower to any third party under any agreement or understanding in excess of \$50,000.00 and which is not dismissed, discharged, paid or otherwise satisfied on or before sixty (60) days thereafter.

(e) The entry of any final, non-appealable judgment against Borrower for an amount in excess of \$50,000.00 for which adequate reserves have not been established or the issuance, levy or entry of any attachment, execution, sequestration or other writ or other lien against any of the property of Borrower for an amount in excess of \$50,000.00, if undischarged, unbonded or undismissed within sixty (60) days after such entry, which is not being contested in good faith by proceedings diligently conducted and pursued and for which adequate reserves have been established.

(f) Subject to any limitation, if any, of the survival of any representation or warranty expressly contained in the Loan Documents or any other applicable document or agreement, any representation or warranty made by Borrower, a Member or ITV contained in any of the Loan Documents, or in any other document delivered by Borrower, a Member or ITV to Lender in connection therewith or with the purchase of the Collateral from Lender and/or the Loan Documents, is false, misleading, erroneous or breached in any material respect as of the date made.

(g) If Borrower, a Member or ITV: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; or (v) voluntarily become a party to any proceeding other than as describing in paragraphs (i) through (iv) above, seeking to effect a suspension or having the effect of suspending any of the rights or remedies of Lender granted or referred to in the Purchase Agreement, provided, however, that nothing contained herein shall be construed to waive, preclude or impair any remedies, claims or defenses available to Borrower under the Purchase Agreement.

(h) The liquidation, dissolution, merger, consolidation, termination or forfeiture of right to do business of Borrower, other than a merger or consolidation of Borrower with an entity or individual, where: (i) the resulting entity has a net worth immediately after such merger or consolidation of not less than that of the Borrower immediately prior thereto, (ii) which resulting entity assumes all of the obligations of Borrower to Lender under the Purchase Agreement and the Loan Documents, and (iii) the resulting entity is Controlled By Philip A. Arno. For the purposes of this Section 1(h), "Controlled By" means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities, by contract or otherwise).

(i) After the completion of the Build Out (as defined in the Purchase Agreement), the complete cessation or interruption of broadcast of the radio signal for digital television broadcast ("Signal") of the Station (as defined with the Purchase Agreement") which prevents the use by Lender of the broadcasting rights as described in

Section 5.1 of the Purchase Agreement, that continues for more than fifteen (15) days during any thirty (30) calendar day period.

(j) After completion of the Build Out, the cessation or interruption of broadcast of the Station's Signal for any reason, other than force majeure that continues for more than thirty (30) consecutive calendar days.

(k) The occurrence of a default under that certain Promissory Note in the original principal amount of \$2,160,000.00 executed by ITV and made payable to Lender of even date herewith ("ITV Note") or any of the security agreements and other loan documents executed by ITV or any of the members of Borrower (collectively, "Members", and each, a "Member") in connection with such ITV Note ("ITV Loan Documents"), subject to the notice and cure period, if any, expressly provided for ITV in such ITV Note and/or ITV Loan Documents.

(l) The occurrence of a default with respect to any of the obligations of Borrower or ITV under the Purchase Agreement, subject to the notice and cure period, if any, expressly provided for such default in the Purchase Agreement.

Nothing contained in this Note shall be construed to limit the events of default that are expressly enumerated in any of the other Loan Documents, and the events of default in this Note shall, together with such other enumerated events of default, be cumulative.

2. WAIVER BY BORROWER: EXCEPT AS TO THE APPLICABLE NOTICE AND CURE PROVISIONS, IF ANY, EXPRESSLY SET FORTH IN THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, BORROWER AND ALL OTHER PARTIES LIABLE FOR THIS NOTE WAIVE DEFAULT, DEMAND, NOTICE OF INTENT TO DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST, NOTICE OF PROTEST, GRACE, NOTICE OF DISHONOR, NOTICE OF INTENT TO ACCELERATE MATURITY, NOTICE OF ACCELERATION OF MATURITY, DILIGENCE IN COLLECTION, AND ALL OTHER NOTICES AND DEMANDS FOR WHICH WAIVER IS NOT PROHIBITED BY LAW, AND DILIGENCE IN COLLECTION OF THE INDEBTEDNESS; AND AGREE TO ALL RENEWALS, EXTENSIONS, INDULGENCES, PARTIAL PAYMENTS, RELEASES OR EXCHANGES OF COLLATERAL, OR TAKING OF ADDITIONAL COLLATERAL, WITH OR WITHOUT NOTICE, BEFORE OR AFTER MATURITY.

3. Non-Waiver by Lender: Neither the failure nor any delay on the part of Lender to exercise any right, power or privilege herein or under any of the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any provision in this Note or in any of the other Loan Documents and no departure by Borrower therefrom shall be effective unless the same shall be in writing and signed by Lender, and then shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing.

4. Other Remedies Not Required: Lender shall not be required to first file suit, exhaust all remedies, or enforce its rights against any security in order to enforce payment of this Note.

5. Joint and Several Liability: Borrower and all guarantors are jointly and severally liable for the payment of the indebtedness represented by this Note.

6. Attorney's Fees: If Lender requires the services of an attorney to enforce the payment of this Note or the performance of the other Loan Documents, or if this Note is collected through any lawsuit, bankruptcy, or other judicial proceeding, Borrower agrees to pay Lender an amount equal to its reasonable attorney's fees and other collection costs. This provision shall be limited by any applicable statutory restrictions relating to the collection of attorney's fees.

7. Acceleration and Waiver of Notices: Subject to compliance with the applicable notice and cure provisions, if any, expressly provided herein or in any of the other Loan Documents, upon the occurrence of any Default, Lender, at Lender's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein or in any of the other Loan Documents or pursue any combination of the foregoing remedies. Borrower acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Borrower and each guarantor, surety, and endorser acknowledge and understand that by the waivers contained in this Note they waive any right they may have to receive notices of default under this Instrument, the Deed of Trust, and the other Loan Documents, as well as any opportunity to cure any such default, except to the extent of the notice and cure provisions, if any, otherwise expressly set forth in such instruments or documents. The right to accelerate maturity of this Note or any other indebtedness set forth or described herein or in any other Loan Document does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and the holder hereof does not intend to charge or receive any unearned or unaccrued interest in the event of acceleration.

MISCELLANEOUS PROVISIONS:

- 1. Subsequent Holder:** All references to Lender in this Note shall also refer to any subsequent owner or holder of this Note by transfer, assignment, endorsement or otherwise.
- 2. Transfer:** Borrower acknowledges and agrees that Lender may transfer this Note or partial interests in the Note to one or more transferees or participants. Borrower authorizes Lender to disseminate any information it has pertaining to the loan evidenced by this Note, to any such transferee or participant or prospective transferee or participant.
- 3. Other Parties Liable:** All promises, waivers, agreements and conditions applicable to Borrower shall likewise be applicable to and binding upon any other parties primarily or secondarily liable for the payment of this Note, including all guarantors, endorsers and sureties.
- 4. Successors and Assigns:** The provisions of this Note shall be binding upon and inure to the benefit of the successors and assigns of Lender and Borrower.
- 5. Modifications:** Any modifications agreed to by Lender relating to the release of liability of any of the parties primarily or secondarily liable for the payment of this Note, or relating to the release, substitution, or subordination of all or part of the security for this Note, shall in no way constitute a release of liability with respect to the other parties or security not covered by such modification.
- 6. Entire Agreement; Construction:** Borrower warrants and represents that the Loan Documents constitute the entire agreement between Borrower and Lender with respect to the loan evidenced by this Note and agrees that no modification, amendment or additional agreement with respect to such loan or the advancement of funds thereunder will be valid and enforceable unless made in writing signed by both Borrower and Lender. The headings or titles of sections and paragraphs in this Note are provided for convenience only and will not affect the construction or interpretation of the content of such sections and paragraphs. All references to specific "Sections" refer to the correspondingly named sections or paragraphs of this Note.
- 7. Borrower's Address for Notice:** All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by certified, express or registered mail, return receipt requested, postage prepaid, overnight air courier service, personal delivery, or via facsimile (with proof of transmission) to the address specified below (or to such other address which a Party shall specify to the other Party in accordance herewith):

If to Borrower:	Code 3 Broadcasting, LLC 9930 Keller Road Clarence Center, NY 14032 Attn: Philip A. Arno
with copies to:	Harter Secrest & Emery LLP Twelve Fountain Plaza, Suite 400 Buffalo, New York 14202 Attn: Anthony D. Mancinelli
If to Lender:	Word of God Fellowship, Inc. 3901 Highway 121 Bedford, TX 76021-3009 Attn: Marcus D. Lamb
with copies to:	Adams, Lynch & Loftin, P.C. 3950 Highway 360 Grapevine, Texas 76051-6741 Attn: John T Lynch, IV

Notice shall be deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service, or on the return receipt. Notwithstanding anything seemingly to the contrary in this Note or in any other Loan Document, any designation by Borrower or Lender of a post office box or other address which is not a physical address served by the United States Mail shall be void and of no force or effect and, in such event, the prior address for notice shall remain the address for all notices required or permitted to be sent by Lender to Borrower.

- 8. Lender's Address for Payment:** All sums payable by Borrower to Lender shall be paid at Lender's Address for Payment stated on the first page of this Note, or at such other address as Lender shall designate from time to time.

9. Business Use: Borrower warrants and represents to Lender that the proceeds of this Note will be used solely for agriculture, business or commercial purposes, and in no way will the proceeds be used for personal, family, or household purposes.

10. Chapter 346 Not Applicable: The loan evidenced by this Note is not a revolving loan and amounts loaned to Borrower and repaid to Lender may not be re-borrowed. In no event shall Chapter 346 of the Texas Finance Code (which regulates certain revolving loan accounts and revolving tri-party accounts) apply to this Note.

11. Applicable Law; Venue: THIS NOTE HAS BEEN EXECUTED AND DELIVERED IN TEXAS, IS INTENDED TO BE PERFORMED IN TEXAS, AND EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES MAY APPLY TO THE TERMS HEREOF, ITS VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION SHALL BE CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES) AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN TEXAS. In the event of a dispute involving this Note or any other instruments executed in connection herewith, the undersigned irrevocably agrees that venue for such dispute shall lie in any court of competent jurisdiction in Tarrant County, Texas.

12. Time of the Essence: Time shall be of the essence in this Note with respect to all of Borrower's obligations hereunder.

13. Borrower's Set-off Rights. Borrower shall have the right to set-off the amount of any payment or payments due to Lender under the terms of this Note against any sum that is then due and payable by Lender to Borrower under the express provisions and terms of the Purchase Agreement

[Balance of page left blank intentionally, Signature page follows.]

BORROWER'S SIGNATURE:

Code 3 Broadcasting, LLC,
a New York limited liability company

By: _____,
Philip A. Arno
Its sole Manager

Exhibit F

Code 3 Security Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made as of the ____ day of May, 2010, by CODE 3 BROADCASTING, LLC, a New York limited liability company (hereinafter called "Debtor", whether one or more), whose principal place of business and chief executive office (as those terms are used in the Code) located at 9930 Keller Road, Clarence Center, Erie County, New York 14032 and whose employer identification number is 27-2300395, in favor of WORD OF GOD FELLOWSHIP, INCORPORATED, d/b/a Daystar Television Network, a Georgia non-profit corporation ("Secured Party"), whose address is 3901 Highway 121, Bedford, Tarrant County, Texas 76021. Debtor hereby agrees with Secured Party as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

- (a) The term "Obligor" shall mean Debtor.
- (b) The term "Code" shall mean the Texas Business and Commerce Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.
- (c) The term "Collateral" shall mean all of the personal property of Debtor as set forth below (as indicated), wherever located, and now owned or hereafter acquired:
 - (i) All "accounts", as defined in the Code (including health-care-insurance receivables), together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.
 - (ii) All "inventory" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).
 - (iii) All "chattel paper" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).
 - (iv) All "equipment" as defined in the Code, of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all manuals, instructions and records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).
To the extent that the foregoing property is located on, attached to, annexed to, related to, or used in connection with, or otherwise made a part of, and is or shall become fixtures upon, real property, such real property and the record owner thereof (if other than Debtor) is described on Exhibit A attached hereto and made a part hereof.
 - (v) All "instruments" as defined in the Code (including promissory notes), and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).
 - (vi) All "investment property" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).
 - (vii) All "documents" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

- (viii) All "letter of credit rights" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).
- (ix) All "general intangibles" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses, domain names, web content and all other intellectual property owned by Debtor or used in Debtor's business.
- (x) All "supporting obligations" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

The term Collateral, as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except finished goods intended for sale in the ordinary course of Debtor's business or as otherwise provided herein.

(d) The term "Indebtedness" shall mean (i) all indebtedness, obligations and liabilities of Obligor to Secured Party of any kind or character, now existing or hereafter arising pursuant to that one certain promissory note dated May ____, 2010, in the original principal amount of \$90,000.00 ("Note") executed by Obligor and payable to the order of Secured Party, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Obligor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

(e) The term "Loan Documents" shall mean all instruments and documents evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness.

(f) The term "Obligated Party" shall mean ITV of Buffalo, LLC, a New York limited liability company ("ITV"), 5150 Communications, LLC, a New York limited liability company ("5150"), and Nickel City NICKEL CITY MEDIA, LLC, a New York limited liability company ("Nickel City").

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code.

2. Security Interest. As security for the Indebtedness, Debtor, for value received, hereby pledges and grants to Secured Party a continuing security interest in the Collateral.

3. Representations and Warranties. In addition to any representations and warranties of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor hereby represents and warrants the following to Secured Party:

(a) Authority. The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor, to the extent Debtor is a corporation, by all necessary partnership action, to the extent Debtor is a partnership, or by all necessary limited liability company action, to the extent Debtor is a limited liability company.

(b) Accuracy of Information. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Collateral is true and correct, in all material respects as of the date of this Agreement. The exact legal name, social security number (if applicable), tax identification number, employee identification number and organization number of Debtor is correctly shown in the first paragraph hereof.

(c) Enforceability. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) Ownership and Liens. Debtor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party.

(e) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, (B) the articles or certificate of incorporation, charter, bylaws, partnership agreement, articles or certificate of organization, or regulations as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by Debtor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(f) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. To the extent permitted in the Code, possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral.

(g) Location/Identity. Debtor's principal place of business and chief executive office (as those terms are used in the Code), as the case may be is located at the address set forth on the first page hereof. Except as specified elsewhere herein, all Collateral and records concerning the Collateral shall be kept at such address and such other addresses as may be listed in Schedule 1 attached hereto and made a part hereof. Debtor's organizational structure, state of organization, and organizational number (the "Organizational Information") are as set forth on the first page hereof.

(h) Solvency of Debtor. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Debtor at the time of the execution of this Agreement and assuming that the Purchase Price (as defined in the Loan Documents) represents the fair market value of the assets purchased by the Debtor from the Secured Party under the Purchase Agreement (as defined in the Note) as of the effective date of this Agreement, (i) Debtor is and will be solvent, (ii) the fair saleable value of Debtor's assets exceeds and will continue to exceed Debtor's liabilities (both fixed and contingent), (iii) Debtor is paying and will continue to be able to pay its debts as they mature, and (iv) if Debtor is not an individual, Debtor has and will have sufficient capital to carry on Debtor's businesses and all businesses in which Debtor is about to engage.

(i) Exclusion of Certain Collateral. Unless otherwise agreed by Secured Party, the Collateral does not include any aircraft, watercraft or vessels, railroad cars, railroad equipment, locomotives or other rolling stock intended for a use related to interstate commerce.

(j) Compliance with Environmental Laws. From and after the date of this Agreement, except as disclosed in writing to Secured Party: (i) Debtor will conduct Debtor's businesses in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions, including without limitation, those pertaining to health or environmental matters such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (collectively, together with any subsequent amendments, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous Substance Waste Amendments of 1984 (collectively, together with any subsequent amendments, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act; and (ii) none of the operations of Debtor will be the subject of a federal, state or local investigation evaluating whether any material remedial action is needed to respond to a release or disposal of any toxic or hazardous substance or solid waste into the environment. The terms "hazardous substance" and "release", as used herein, shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal", as used herein, shall have the meanings specified in RCRA; provided, however, that to the extent that the laws of the State of Texas establish meanings for such terms which are broader than that specified in either CERCLA or RCRA, such broader meanings shall apply.

(k) Inventory. The security interest in the inventory shall continue through all stages of manufacture and shall, without further action, attach to the accounts or other proceeds resulting from the sale or other disposition thereof and to all such inventory as may be returned to Debtor by its account debtors.

(l) Accounts. Each account represents the valid and legally binding indebtedness of a bona fide account debtor arising from the sale or lease by Debtor of goods or the rendition by Debtor of services and, to the Debtor's knowledge, is not subject to contra accounts, setoffs, defenses or counterclaims by or available to account debtors obligated on the accounts. To the Debtor's knowledge, the amount shown as to each account on Debtor's books is the true and undisputed amount owing and unpaid thereon, subject only to discounts, allowances, rebates, credits and adjustments to which the account debtor has a right and which have been disclosed to Secured Party in writing.

(m) Chattel Paper, Documents and Instruments. The chattel paper, documents and instruments of Debtor pledged hereunder have only one original counterpart and no party other than Debtor or Secured Party is in actual or constructive possession of any such chattel paper, documents or instruments.

4. Affirmative Covenants. In addition to all covenants and agreements of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Secured Party shall otherwise consent in writing.

(a) Ownership and Liens. Debtor will maintain good and marketable title to all Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted herein or by the other Loan Documents. Debtor will not voluntarily create, and will, with the exception of accounts, undertake and diligently prosecute reasonable efforts to terminate and eliminate, any dispute, right of setoff or counterclaim with respect to all or any part of the Collateral. Debtor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Secured Party. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, for the purpose of terminating any financing statements currently filed with respect to the Collateral. Debtor will defend at its expense Secured Party's right, title and security interest in and to the Collateral against the claims of any third party.

(b) Further Assurances. Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may reasonably request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise

effect the purposes of this Agreement, including without limitation executing (if requested) and filing such financing or continuation statements, or amendments thereto.

(c) Inspection of Collateral. Debtor will keep adequate records concerning the Collateral and will permit Secured Party and all representatives and agents appointed by Secured Party to inspect any of the Collateral and the books and records of or relating to the Collateral at any time during normal business hours upon reasonable prior notice, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information.

(d) Payment of Taxes. Debtor (i) will timely pay all property and other taxes, assessments and governmental charges or levies imposed upon the Collateral or any part thereof, (ii) will timely pay all lawful claims which, if unpaid, might become a lien or charge upon the Collateral or any part thereof, and (iii) will maintain appropriate accruals and reserves for all such liabilities in a timely fashion in accordance with generally accepted accounting principles. Debtor may, however, delay paying or discharging any such taxes, assessments, charges, claims or liabilities so long as the validity thereof is contested in good faith by proper proceedings and provided Debtor has set aside on Debtor's books adequate reserves therefor. Notwithstanding any other provision contained in this Subsection, Secured Party may at its discretion exercise its rights under Subsection 6(c) at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) Mortgagee's and Landlord's Waivers. Debtor shall cause each mortgagee of real property owned by Debtor and each landlord of real property leased by Debtor to execute and deliver agreements satisfactory in form and substance to Secured Party by which such mortgagee or landlord waives or subordinates any rights it may have in the Collateral.

(f) Control Agreements. Omitted Intentionally.

(g) Condition of Goods. Debtor will maintain, preserve, protect and keep all Collateral which constitutes goods in good condition, repair and working order and will cause such Collateral to be used and operated in good and workmanlike manner, in accordance with applicable laws and in a manner which will not make void or cancelable any insurance with respect to such Collateral. Debtor will promptly make or cause to be made all repairs, replacements and other improvements to or in connection with the Collateral which Secured Party may request from time to time.

(h) Insurance. Debtor will, at its own expense, maintain insurance with respect to all Collateral which constitutes goods in such amounts, against such risks, in such form and with such insurers, as shall be satisfactory to Secured Party from time to time. If requested by Secured Party, each policy for property damage insurance shall provide for all losses to be paid directly to Secured Party. If requested by Secured Party, each policy of insurance maintained by Debtor shall (i) name Debtor and Secured Party as insured parties thereunder (without any representation or warranty by or obligation upon Secured Party) as their interests may appear, (ii) contain the agreement by the insurer that any loss thereunder shall be payable to Secured Party notwithstanding any action, inaction or breach of representation or warranty by Debtor, (iii) provide that there shall be no recourse against Secured Party for payment of premiums or other amounts with respect thereto, and (iv) provide that at least thirty (30) days prior written notice of cancellation or of lapse shall be given to Secured Party by the insurer. All insurance payments in respect of loss of or damage to any Collateral shall be paid to Secured Party and applied to payment of any outstanding indebtedness as Secured Party in its sole discretion deems appropriate in the event that there has occurred an Event of Default which is then continuing.

(i) Accounts and General Intangibles. Debtor will, except as otherwise provided in Subsection 6(e), collect, at Debtor's own expense, all amounts due or to become due under each of the accounts and general intangibles. In connection with such collections, Debtor may and, at Secured Party's direction, will take such action not otherwise forbidden by Subsection 5(e) as Debtor or Secured Party may deem necessary or advisable to enforce collection or performance of each of the accounts and general intangibles. Debtor will also duly perform and cause to be performed all of its obligations with respect to the goods or services, the sale or lease or rendition of which gave rise or will give rise to each account and all of its obligations to be performed under or with respect to the general intangibles.

(j) Chattel Paper, Documents and Instruments. Debtor will take such action as may be reasonably requested by Secured Party in order to cause any chattel paper, documents or instruments to be valid and enforceable and will cause all chattel paper to have only one original counterpart. Upon

request by Secured Party after there has occurred an Event of Default which is then continuing, Debtor will deliver to Secured Party all originals of chattel paper, documents or instruments and will mark all chattel paper with a legend indicating that such chattel paper is subject to the security interest granted hereunder.

5. Negative Covenants. Debtor will comply with the covenants contained in this Section 5 at all times during the period of time this Agreement is effective, unless Secured Party shall otherwise consent in writing.

(a) Transfer or Encumbrance. Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral, (ii) grant a lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the Collateral to any party other than Secured Party, or (iii) deliver actual or constructive possession of any of the Collateral to any party other than Secured Party, except for:

(A) sales and leases of inventory in the ordinary course of business,

(B) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Debtor and made subject to the security interest under this Agreement, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim, and

(C) purchase money security interests and capital leases granted by Debtor in the ordinary course of business, provided further that any purchase money security interests or capital leases granted by Debtor in connection with the replacement of Collateral pursuant to Section 10(o) hereof shall be subject to the limitations set forth in Section 10(o);

provided, however, the exceptions permitted in clauses (A), (B) and (C) above shall automatically terminate upon the occurrence and at all times during the continuation of an Event of Default.

(b) Impairment of Security Interest. Debtor will not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.

(c) Possession of Collateral. Debtor will not cause or permit the removal of any Collateral from its possession, control and risk of loss, nor will Debtor cause or permit the removal of any Collateral (or records concerning the Collateral) from the address on the first page hereof and the addresses specified on Schedule 1 to this Agreement other than (i) as permitted by Subsection 5(a), or (ii) in connection with the possession of any Collateral by Secured Party or by its bailee. If any Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

(d) Goods. Debtor will not permit any Collateral which constitutes goods to at any time (i) be covered by any document except documents in the possession of the Secured Party, (ii) become so related to, attached to or used in connection with any particular real property so as to become a fixture upon such real property, or (iii) be installed in or affixed to other goods so as to become an accession to such other goods unless such other goods are subject to a perfected first priority security interest under this Agreement.

(e) Compromise of Collateral. Debtor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall automatically terminate upon the occurrence and at all times during the continuation of an Event of Default or upon Secured Party's written request. Debtor shall provide to Secured Party such information concerning (i) any material adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any material claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Secured Party may request from time to time.

(f) Financing Statement Filings. Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed in one or more of the following jurisdictions: the location of Debtor's principal residence, the location of Debtor's place of business, the location of Debtor's chief executive office, or other such place as the Debtor may be "located" under the provisions of the Code; where Debtor maintains any Collateral, or has its records concerning any Collateral, as the case may be. Without limitation of any other covenant herein, Debtor will neither cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Debtor's principal residence, the location of Debtor's place of business, or the location of Debtor's chief executive office, as the case

may be, to a jurisdiction other than as represented in Subsection 3(g), nor will Debtor change its name or the Organizational Information as represented in Subsection 3(g), unless Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished pursuant to this Subsection, Debtor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

Without limiting Secured Party's rights hereunder, Debtor authorizes Secured Party to file financing statements and amendments thereto under the provisions of the Code as amended from time to time.

(g) Marking of Chattel Paper. Debtor will not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to Secured Party indicating that Secured Party has a security interest in the Chattel Paper.

6. Rights of Secured Party. Secured Party shall have the rights contained in this Section 6 at all times during the period of time this Agreement is effective.

(a) Additional Financing Statements Filings. Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Debtor further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

(b) Power of Attorney. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, after the occurrence of an Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to obtain and adjust insurance required by Secured Party hereunder; (ii) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral; (iii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above; and (iv) to file any claims or take any action or institute any proceedings which Secured Party may reasonably deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral. In the event there occurs an Event of Default which is fully cured before Secured Party takes affirmative action under the power of attorney in this Section 6(b), the appointment of Secured Party as attorney-in-fact shall be deemed revoked; provided, however, in the event that Secured Party undertakes affirmative action as attorney-in-fact after the occurrence of an Event of Default, the appointment of Secured Party as attorney-in-fact shall not be thereafter affected by the curing of such Event of Default without the prior consent of Secured Party, which shall not be unreasonably withheld.

(c) Performance by Secured Party. If Debtor fails to perform any agreement or obligation provided herein, subject to the applicable notice and cure period, if any, specified herein or in any of the Loan Documents, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Debtor on demand.

(d) Debtor's Receipt of Proceeds. After the occurrence and during the continuance of an Event of Default, all amounts and proceeds (including instruments and writings) received by Debtor in respect of such accounts or general intangibles shall be received in trust for the benefit of Secured Party hereunder and, upon request of Secured Party, shall be segregated from other property of Debtor and shall be forthwith delivered to Secured Party in the same form as so received (with any necessary endorsement) and applied to the Indebtedness in such manner as Secured Party deems appropriate in its sole discretion.

(e) Notification of Account Debtors. After the occurrence and during the continuance of an Event of Default, Secured Party may at its discretion from time to time notify any or all obligors under any accounts or general intangibles (i) of Secured Party's security interest in such accounts or general intangibles and direct such obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party, and (ii) to verify the accounts or general intangibles with such

obligors. Secured Party shall have the right, at the expense of Debtor, to enforce collection of any such accounts or general intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor.

7. Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

(a) Non-Performance of Covenants. The failure of Obligor or ITV to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein, which failure continues to exist beyond the notice and cure period expressly provided for such failure in any agreement between Secured Party and the defaulting party, and if no such notice and cure period is expressly provided, for a monetary default, thirty (30) days after written notice is given to the defaulting party stating the nature of such failure, and for a non-monetary default, forty-five (45) days after written notice is given to the defaulting party stating the nature of such failure; or

(b) Default Under other Loan Documents. The occurrence of an event of default under any of the other Loan Documents which continues to exist beyond the notice and cure period expressly provided for such failure in the Loan Documents; or

(c) False Representation. Any representation contained herein or in any of the other Loan Documents made by Obligor or any Obligated Party is false or misleading in any material respect as of the date made.

8. Remedies and Related Rights. If an Event of Default shall have occurred and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Debtor hereby consents to any such appointment; and

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise, to the full extent permitted by the Code, Secured Party shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indebtedness.

In the event Secured Party shall elect to sell the Collateral, Secured Party may sell the Collateral without giving any warranties as and shall be permitted to specifically disclaim any warranties of title or the like. Further, if Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the Indebtedness. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale. Debtor agrees that in the event Debtor or any Obligor is entitled to receive any notice under the Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the first page hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Application of Proceeds. If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Secured Party in connection with (A) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (B) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) by holding such cash and proceeds as Collateral;

(v) to the payment of any other amounts required by applicable law (including without limitation, Section 9.615(a)(3) of the Code or any other applicable statutory provision); and

(vi) by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(c) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, Obligor and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents, to the full extent permitted by the Code.

(d) Non-Judicial Remedies. In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Debtor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Debtor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Debtor from resorting to judicial process at either party's option.

(e) Other Recourse. Debtor hereby waives: (i) any right to require Secured Party to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Debtor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Secured Party, (ii) any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness, (iii) any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party, (iv) the right to enforce any remedy

which Secured Party has or may hereafter have against any third party, and (v) any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party; provided, however, that none of the waivers described above shall be construed or interpreted as a waiver by Debtor of any rights to notice and cure, affirmative claims or defenses expressly granted to Debtor in the Loan Documents. Until all of the Indebtedness shall have been paid in full, Debtor shall have no right of subrogation. Debtor authorizes Secured Party, and without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Indebtedness, to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

9. Indemnity. As provided in the Code, Debtor hereby indemnifies and agrees to hold harmless Secured Party, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, any Indemnified Person arising after the effective date of this Agreement in connection with the protection and/or preservation of the Collateral pursuant to the rights and remedies expressly granted to Secured Party under this Agreement or any of the Loan Documents, but excluding any Claims that are caused by the willful misconduct or gross negligence of any Indemnified Person'. The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

10. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire agreement of Secured Party and Debtor with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) Amendment. No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is authenticated by the party against whom it is sought to be enforced, except to the extent of amendments specifically permitted by the Code without authentication by the Debtor or Obligor.

(c) Actions by Secured Party. The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the obligations of Debtor hereunder.

(d) Waiver by Secured Party. Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default in order to protect Secured Party's interest in or with respect to any Collateral without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by Debtor therefrom shall be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances.

(e) Costs and Expenses. Debtor will upon demand pay to Secured Party the amount of any and all costs and expenses (including without limitation, reasonable attorneys' fees and expenses), which Secured Party may incur in connection with (i) the perfection and preservation of the security interests granted under this Agreement, (iii) the administration of this Agreement, (iv) from and after the date of this Agreement, the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (v) the exercise or enforcement of any of the rights of Secured Party under this Agreement and the Note, or (vi) the failure by Debtor to perform or observe any of the duties and obligations of Debtor under this Agreement.

(f) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) Venue. This Agreement has been entered into in the county in Texas where Secured Party's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in the county or judicial district where this Agreement has been executed and delivered. Debtor agrees to personal and subject matter jurisdiction in the courts of the State of Texas sitting in Tarrant County, Texas.

(h) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) No Obligation. Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to Obligor.

(j) Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof or to such different address as the addressee shall have designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address. Notwithstanding anything seemingly to the contrary in this Note or in any other Loan Document, any designation by Debtor or Secured Party of a post office box or other address which is not a physical address served by the United States Mail shall be void and of no force or effect and, in such event, the prior address for notice shall remain the address for all notices required or permitted to be sent by Secured Party to Debtor. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and, except as otherwise required by applicable law, shall be deemed to be given or delivered when actually received by the party to whom directed, or, if earlier and regardless of whether actually received, upon deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage fully prepaid, addressed to the party to whom directed at its address as described above.

(k) Binding Effect and Assignment. This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Debtor and the successors and assigns of Debtor, and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing, except to the extent otherwise expressly provided by the terms and provisions of the Loan Documents, Secured Party may pledge, assign or otherwise transfer the Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(l) Cumulative Rights. All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Secured Party under the Code.

(m) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(n) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

(o) Disposition of Obsolete Collateral in the Ordinary Course of Business. "Asset Purchase Agreement" means and refers to that certain Asset Purchase Agreement of even date with this Agreement among Debtor, ITV of Buffalo, LLC ("ITV") and Secured Party regarding the purchase of assets by Debtor and ITV from Secured Party. Notwithstanding anything to the contrary in this Agreement, at any time and from time to time, without creating an Event of Default, Debtor, acting reasonably and in good faith, may dispose of items of Collateral from time to time that are obsolete or are no longer useful in its business in the ordinary course of business of the Station (as defined in the Asset Purchase Agreement), without the consent of Secured Party; provided, however, Debtor shall not dispose of items equipment and fixed assets included in the Collateral that are material to the operation of the Station, even if obsolete or no longer useful, without first obtaining the written consent of Secured Party, which shall not be unreasonably withheld, and Secured Party will not be required to release its security interest in same, unless such equipment or fixed assets Collateral that are material to the operation of the Station are replaced by Debtor with equipment or fixed assets added to the Collateral that are subject to the first priority security interest of Secured Party pursuant to this Agreement, from the time of acquisition of such equipment or fixed assets.

(p) Subordination of Security Interest for Working Capital Line of Credit. Secured Party agrees to subordinate its security interest in that portion of the Collateral that is accounts (but not any other Collateral) to any security interest from a third party lender granted to secure a working capital line of credit loan to Debtor in an aggregate total available line of credit loan amount not to exceed, at any time, Five Hundred Thousand and No 1/100ths Dollars (\$500,000.00) for costs of operating and managing the Station in the ordinary course of its business.

EXECUTED as of the date first written above.

DEBTOR/OBLIGOR:

CODE 3 BROADCASTING, LLC,
a New York limited liability company

By: _____
Philip A. Arno, its sole Manager

SECURED PARTY:

WORD OF GOD FELLOWSHIP, INCORPORATED,
d/b/a Daystar Television Network,
a Georgia non-profit corporation

By: _____

Name: Marcus Lamb
Title: President

**SCHEDULE 1
TO
SECURITY AGREEMENT
DATED MAY ____, 2010
BY AND BETWEEN
WORD OF GOD FELLOWSHIP, INCORPORATED
AND
CODE 3 BROADCASTING, LLC**

The other addresses referenced in Subsection 3(g) are as follows:

None.

**EXHIBIT A
TO
SECURITY AGREEMENT
DATED MAY ___, 2010
BY AND BETWEEN
WORD OF GOD FELLOWSHIP, INCORPORATED
AND
CODE 3 BROADCASTING, LLC**

Owner of Record: American Tower Company

Location Description:

The tower, building and appurtenances of and at the tower site identified as follows:

Site Name:	Springville NY
Site/Tower Number:	88167
Address:	Moore Road, Springville, NY 14141
Latitude:	42 - 34 - 4.29 N 42.56786
Longitude:	78 - 43 - 22.6 W -78.72297
MTA:	Buffalo-Rochester
BTA:	Buffalo-Niagara
MSA/RSA:	Buffalo, NY
Ground Elevation AMSL:	1748 ft.
Datum:	NAD83
County:	ERIE
Region:	USA