

## **ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT (the “Agreement”) is made and entered into as of October 24, 2012 (the “Effective Date”), by and among Word of God Fellowship, Inc., a Georgia non-profit corporation (“Seller”) and WMAK TV, LLC, a Virginia limited liability company (“Licensee”) and Tennessee TV, LLC, a Virginia limited liability company (“Operator”) (Operator and Licensee being referred to collectively as “Buyer”). Operator, Licensee and Seller are each referred to herein as a “Party” and collectively as the “Parties”.

### **RECITALS:**

WHEREAS, Seller holds licenses and other authorizations from the Federal Communications Commission (the “FCC”) for commercial digital television station WMAK(TV), Knoxville, Tennessee (FCC Facility ID Number 83931) (the “Station”), and Seller owns, leases, licenses or has the contractual right to all of the other tangible and intangible assets used or useful in connection with the operation of the Station;

WHEREAS, in accordance with and subject to applicable FCC requirements and the terms and conditions set forth in this Agreement, Buyer and Seller desire that Seller transfer and assign the FCC Licenses (defined below) to Licensee; and

WHEREAS, in accordance with and subject to applicable FCC requirements and the terms and conditions set forth in this Agreement, Seller desires to sell to Operator, and Operator desires to purchase from Seller, the tangible and intangible assets and properties (other than and excluding the FCC Licenses) used or useful in the business and operation of the Station,

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

## **SECTION 1: SALE AND PURCHASE**

### **1.1 Transfer of Station Assets and Assumption of Liabilities.**

#### **1.1.1 Transfer to and Assumption by Operator.**

(a) Subject to the provisions of this Agreement, Seller agrees to convey, transfer, assign and deliver to Operator, and Operator agrees to acquire and accept from Seller, on the Closing Date (as defined in Section 1.3 hereof), free and clear of all liens, deeds of trust, security interests, pledges and encumbrances of any kind or type whatsoever (collectively, “Liens”), other than Permitted Liens (as defined in Section 2.5 hereof), all assets, properties, interests and rights of Seller used or useful in connection with the operation of the Station and any replacements of or additions to such assets made between the Effective Date and the Closing (collectively, the “Station Assets”), but excluding the FCC Licenses and the Excluded Assets (as defined in Section 1.1.1(b) below). The Station Assets shall include, without limitation, the following:

(i) All tangible personal property and physical assets used or useful primarily in connection with the business and operation of the Station, including, without limitation, all towers, antenna, transmitters, transmission lines, auxiliary generators, ancillary equipment, studio equipment, racks, spare parts, maintenance tools, auxiliary broadcast equipment (including both transmit and receive ends), vehicles, vehicle trailers, inventory, fixtures, and other tangible property and equipment, the material items of which are set forth on Schedule 1.1.1(a)(i) hereto (collectively, the “Tangible Assets”);

(ii) All Seller’s interests under the existing tower lease used by the Station at the tower lease site in connection with the business and operations of the Station, including all rights of access thereto (the “Leased Real Property”), as described in Schedule 1.1.1(a)(ii) (the “Real Property Agreements”);

(iii) All engineering and other books, papers, files, correspondence and records pertaining to the operations of the Station, including the log books, FCC-required local public inspection and political files, and copies of all filings and correspondence with the FCC which are in the possession of Seller; provided, that Seller may retain copies thereof (collectively, the “Books and Records”);

(iv) The following contracts, commitments, agreements, leases, licenses, understanding and obligations used or held for use in connection with operating the Station (collectively, the “Station Agreements”):

(A) All tower leases and other contracts, the material items of which are identified on Schedule 1.1.1(a)(iv)(A) (certain of which will require the consent of one or more third parties in order for such contracts to be assigned and transferred by Seller to Buyer, with those consents hereinafter referred to as the “Required Consents”).

(v) All of Seller’s rights in and to intellectual property used, usable, or useful for the business or operation of the Station (the “Intangible Property”) (other than and excluding the FCC Licenses), including without limitation, all internet domain names, websites, the content located and publicly accessible from such domain names and websites, “visitor” email databases, trade secrets, confidential business information, customer and suppliers lists, pricing and cost information, business and marketing plans and proposals, software, trade names, logos, trademarks, service marks, patents, copyrights, programs, programming materials, slogans, jingles, the call letters “WMAK”, including common law rights, and any and all registrations, pending registrations, and applications for registration of any trade name, logo, trademark, or service mark under federal or state law identified on Schedule 1.1.1(a)(v);

(vi) Omitted Intentionally;

(vii) Omitted Intentionally;

(viii) All of Seller's rights and interests to the use of the call letters of the Station as call letters or as part of a trade name;

(ix) All keys, passcards, and other similar items necessary to access or operate any of the Station Assets; and

(x) All of Seller's cash and barter accounts receivable, if any, from the sale of advertising or time on the Station prior to the Closing Date (the "Accounts Receivable"). Any receivables collected after Closing remain property of Buyer.

(b) There shall, however, be excluded from such conveyance and transfer the following property (the "Excluded Assets"):

(i) All of Seller's notes receivable, cash, and cash equivalents, including, but not limited to, tax deposits, marketable securities, money market instruments, unprocessed checks, savings and other deposits (other than those conveyed to Buyer under Section 1.1(a)(vii) hereof) and certificates of deposit, on hand or in accounts as of the Closing Date;

(ii) Seller's company records, including minutes of meetings of the board of directors, and such other records relating exclusively to Seller's organization or capitalization;

(iii) Any insurance policies and contracts of insurance, and proceeds therefrom, except as provided for in Section 8.4;

(iv) Any assets of any pension, profit sharing, or employee benefit plans, including Seller's interest in any welfare plan, pension plan, or benefit arrangement;

(v) All tax returns and supporting materials, all original financial statements and supporting materials, all books and records that Seller is required by law to retain, all records of Seller relating to the sale of the Station Assets, and duplicate copies of the books and records necessary to enable Seller to file tax returns and reports;

(vi) Any interest in and to any refunds or overpayments of federal, state or local franchise, income, or other taxes for all periods prior to the Closing Date;

(vii) Any and all personnel records of employees of Seller;

(viii) Other than the Station Agreements, all contracts, leases and agreements, if any, 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;

(ix) All property within the Station Assets disposed of or consumed in the ordinary course of business consistent with the past practices of Seller, and the terms and conditions of this Agreement, between the Effective Date and the Closing Date;

(x) Any of the rights of Seller under this Agreement and the other agreements, certificates and documents delivered in connection herewith; and

(xi) All tangible and intangible personal property assets (excluding tangible and intangible personal property assets used or usable exclusively for the operation of the Station) that have been used or are currently being used by Seller in the operation of other television stations and/or video broadcast operations of Seller's television network, whether or not used or useful in connection with the Station; provided, however, that Excluded Assets do not include any of the Station Assets specifically listed on Schedule 1.1.1(a)(i), Schedule 1.1.1(a)(ii), Schedule 1.1.1(a)(iv)(A) or Schedule 1.1.1(a)(v), or the FCC Licenses as defined below.

(c) Effective as of 12:00:01 am on the Closing Date (the "Effective Time"), Operator shall assume all of Seller's obligations and liabilities, whether accrued or unaccrued, absolute or contingent, known or unknown, under or with respect to ownership or holding of the Station Assets, including the Station Agreements, to the extent that such liabilities or obligations of Seller pertain to the period of time commencing on or after the Effective Time, except for obligations and liabilities which arise after the Closing Date as a result of a default by Seller under any Station Agreement prior to the Closing Date (collectively, the "Assumed Liabilities"). Except for the Assumed Liabilities, Buyer does not hereby, and shall not have any obligation to, assume responsibility for any liability or obligation of Seller, including, without limitation, any liability and responsibility for severance payments to Seller's former employees, accrued vacation and sick days for Seller's former employees, "COBRA" healthcare continuation coverage required to be offered and provided under Section 4980B of the Code and Sections 601-608 of ERISA to employees and former employees of Seller and any other COBRA qualified beneficiaries under Seller's health plan(s) who have elected or are eligible to elect COBRA continuation coverage as of or prior to the Closing Date or who incur a COBRA qualifying event in connection with the transactions contemplated by this Agreement. For the avoidance of any doubt, the Assumed Liabilities shall not include any deferred liabilities for programming expenses or otherwise that Seller may have negotiated with program suppliers or other vendors and Seller shall pay any such deferred liabilities at or before Closing.

### **1.1.2 Transfer to and Assumption of License by Licensee.**

In this Agreement, "FCC Licenses" means and refers to all licenses and other authorizations issued by the FCC, as well as other approvals, certificates, permits, and other authorizations, including renewals or modifications thereof between the Effective Time and the Closing Date, issued by the FCC, the Federal Aviation Administration, or any other federal, state, or local governmental authorities to Seller used for the conduct of the business and operation of the Station, all as set forth on Schedule 1.1.2 hereto, and all pending applications before the FCC and any other governmental authority for any renewal or modification of such licenses, authorizations, approvals, certificates and permits. Seller agrees to assign and transfer to

Licensee on the Closing Date, and Licensee agrees to assume and accept the assignment and transfer of all of Seller's rights, title and interest in and to the FCC Licenses. Subject to the terms and conditions set forth in this Agreement, effective as of the Effective Time, Licensee shall assume all of Seller's obligations and liabilities, whether accrued or unaccrued, absolute or contingent, known or unknown, under or with respect to ownership or holding of the FCC Licenses.

**1.2 Purchase Price, Escrow Deposit, and Allocation.** The aggregate total purchase price for the Station Assets and the FCC Licenses shall be Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000.00), subject to adjustment as provided in Section 1.6 (the "Purchase Price"). 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 to be delivered in the form of the Notes (defined below), shall be in cash or cash equivalent. Payment of the Purchase Price for the Station Assets and FCC Licenses shall be made as follows:

(a) Simultaneously with the execution of this Agreement, Buyer is delivering and shall deliver to Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P. (the "Escrow Agent") the sum of One Hundred Thousand Dollars (\$100,000.00) as a deposit (the "Deposit") to secure Buyer's performance hereunder, and to be held and delivered by the Escrow Agent pursuant to the terms of the Escrow Agreement executed on the date hereof by and among Operator, Licensee, Seller and the Escrow Agent (the "Escrow Agreement").

(b) On the Closing Date:

(i) Buyer shall cause the Escrow Agent to cause the Deposit to be delivered by wire transfer of immediately available funds to a bank account designated in writing by Seller as payment against the Purchase Price, and any earnings on the Deposit shall be returned to Buyer, and Seller shall execute such consents as are reasonably requested by Escrow Agent subject to and in compliance with the Escrow Agreement to cause such delivery of such Deposit; and

(ii) In addition to delivery of the Deposit, Buyer shall cause to be paid by wire transfer in immediately available funds to a bank account designated in writing by Seller the sum of Two Hundred Thousand Dollars (\$200,000.00), plus or minus the adjustments made pursuant to Section 1.6.

(iii) Two Hundred Thousand and 00/100 Dollars (\$200,000.00) shall be delivered by Operator to Seller in the form of a promissory note payable to Seller and executed by Operator in the form attached hereto as **Exhibit A** (the "Operator Note"), which Operator Note and the Operator Guaranty in the form and substance of the Operator Guaranty attached hereto as **Exhibit B** executed by Operator shall be secured by a security interest in the Station Assets pursuant to a security agreement executed by Operator in the form and substance of **Exhibit C** attached hereto; and

(iv) Two Million Four Hundred Fifty Thousand and 00/100 Dollars (\$2,450,000.00) shall be delivered in the form of a promissory note payable to Seller and

executed by Licensee in the form attached hereto as **Exhibit D** (the “Licensee Note”, and the Licensee Note together with the Operator Note being collectively referred to as the “Notes”), which Licensee Note shall be secured by: (i) a security interest in all of the membership interests in and to Licensee, as evidenced by a security agreement in the form of the Pledge and Security Agreement attached hereto in the form and substance of **Exhibit E** executed by all of the members of Licensee, (ii) a Licensee Guaranty executed by all of the members of Licensee and by Operator in the form and substance of the Guaranty attached hereto in the form and substance of **Exhibit F**, and (iii) a security interest in certain assets as more particularly described in and pursuant to a security agreement executed by Licensee in the form and substance of **Exhibit G** attached hereto.

(v) Each of the Notes shall accrue interest at a rate of six percent (6.0%) per annum, on the following terms: the borrower shall pay Seller the Notes in monthly installments on the fifth (5<sup>th</sup>) day of each month with the first installment being due and payable on the first month after the Closing Date, with the first twelve monthly installments being accrued and unpaid interest only, and beginning on the thirteenth (13<sup>th</sup>) month, monthly installments of principal (in the aggregated total of \$10,000) plus accrued unpaid interest shall be due and payable on the thirteenth (13<sup>th</sup>) through the fifty-ninth (59<sup>th</sup>) monthly installments, until the anniversary date of the Notes in the sixtieth month, when all unpaid principal and accrued and unpaid interest shall become due and payable. The indebtedness represented by the Notes may be prepaid in full without penalty or premium, but only if the entire unpaid balance of the indebtedness represented by both Notes is simultaneously prepaid in full. In the event of a conflict between the terms of the Notes and this Section 1.2(b), the language of the Notes shall take precedence and prevail.

(c) If the Closing does not occur due to termination of this Agreement by Seller pursuant to Section 1.7(a)(iv), and provided that at the time of such termination there exists no uncured material breach of any representation, warranty, covenant or other obligation in this Agreement by Seller and provided further, that all conditions precedent to Buyer’s obligations to close the transactions contemplated herein have been satisfied (except to the extent the failure to satisfy such conditions precedent was caused by Buyer’s material breach of any representation, warranty, covenant or other obligation under this Agreement), the Deposit and earnings thereon shall be delivered to Seller as liquidated damages, and not as a penalty, which shall be the sole remedy of Seller (the Parties recognizing that ascertainment of Seller’s damages in that event will be difficult, if not impossible, to quantify and that the Deposit and earnings thereon reflect a reasonable estimation of such damages), and Seller shall have no other recourse against Buyer or any of its affiliates under or on account of this Agreement. In any other case, if the Closing does not occur and this Agreement is terminated, then, pursuant to the Escrow Agreement, the Deposit and earnings thereon shall be delivered to Buyer. All payments by the Escrow Agent shall be made in accordance with the procedures and provisions set forth in the Escrow Agreement.

(d) The Purchase Price shall be allocated among the Station Assets and FCC Licenses as set forth on Schedule 1.2(d), which schedule shall be finalized to the mutual satisfaction of the Parties no later than sixty (60) days after the Effective Time. The Parties shall report all information regarding the sale and purchase of the Station Assets and FCC Licenses,

and the allocation of the Purchase Price among the Station Assets and FCC Licenses, to any taxing authority having jurisdiction over the Parties, or the Station Assets and FCC Licenses only in accordance with the allocation of the Purchase Price prepared in accordance with this Section, and, if applicable, shall prepare and file Form 8594. In the event that any taxing authority disputes or challenges such allocation of the Purchase Price, the Parties shall immediately notify the other Parties hereto of such dispute or challenge. In the event of such a dispute or challenge, the Party/Parties to such dispute or challenge shall be free to settle such dispute or challenge in its/their sole discretion.

**1.3 Time, Place and Date of Closing.** The consummation of the purchase and sale of the Station Assets and FCC Licenses as provided for in this Agreement (the “Closing”) shall be effectuated by the delivery of documents through emails, overnight courier and facsimile; provided, that if the Parties agree that it shall be effectuated in person, the Closing shall take place on the Closing Date at the offices of Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P., 1600 Wachovia Capitol Center, Raleigh, North Carolina and shall be effective as of the Effective Time. The “Closing Date” shall occur within five (5) business days following the satisfaction or waiver of the conditions set forth in Section 5.1(a) and 5.2(j) or on such other date as shall be agreed to by the Parties, subject to the satisfaction or waiver of the other conditions set forth in Sections 5.1, 5.2, and 5.3.

**1.4 Closing.** At the Closing:

(a) The Parties shall execute and deliver such instruments of conveyance, transfer, and assignment, in form and substance reasonably satisfactory to the Parties and their respective counsel, as shall be sufficient to convey, transfer and assign to Buyer all of Seller’s right, title and interest in and to all the Station Assets and FCC Licenses, in each case free and clear of all Liens (other than Permitted Liens), such instruments to include (to the extent applicable) a bill of sale, an assignment of FCC Licenses, an assignment and assumption of agreements and intangibles, certificates of title, and customary consents and estoppel certificates executed by the landlords of the Real Property Agreements, in each case in form consistent with the terms of this Agreement;

(b) Seller and Buyer shall deliver to the Escrow Agent a joint notice instructing it to release the Deposit in accordance with Section 1.2(b)(i) hereof;

(c) Buyer shall deliver to Seller the cash portion of the Purchase Price as provided in Section 1.2(b)(i) and (ii) above, plus or minus the adjustments made pursuant to Section 1.6;

(d) Buyer shall cause to be executed by all indicated persons and entities and delivered to Seller the Operator Note, the Operator Guaranty, the Operator Security Agreement, the Licensee Note, the Licensee Guaranty, the Licensee Security Agreement and the Pledge and Security Agreement in accordance with the requirements of Section 1.2(b) above;

(e) Buyer shall execute and deliver such other documents and instruments as may be reasonably required by Seller to evidence and effectuate the loan transactions described in Section 1.2 of this Agreement;

(f) Seller shall deliver a bill of sale to Operator with respect to the Station Assets, an assignment agreement assigning to Licensee the FCC Licenses and such other documents as may be necessary to assign and otherwise convey to Buyer all of the Station Assets and FCC Licenses;

(g) Seller and Buyer shall deliver the certificates and other documents required to be delivered pursuant to this Agreement;

(h) Seller shall terminate each of Seller's employees at the Station and shall be responsible for all obligations or liabilities relating to Seller's employees, including, but not limited to compensation, severance and accrued vacation and sick days. As of the Closing Date, Buyer may hire any of the Station's employees on such terms and conditions satisfactory to Buyer in its sole and absolute discretion. In accordance with applicable law, Seller shall, upon Buyer's request, transfer to Buyer that distinct and severable portion of any unemployment insurance account that relates solely to those employees of the Station whom Buyer decides, in the exercise of its discretion, to hire as of the Closing;

(i) Seller, Licensee and Operator shall each execute and deliver a certificate, executed by its managers, president, chief executive officer or other person or entity having authority to bind such Party, respectively, dated the Closing Date, representing and certifying that all conditions precedent to the Closing have been fulfilled or have been waived by such Party and that such Party has no knowledge of the existence of any material breach of any warranty, representation or covenant in this Agreement;

(j) Each of Licensee and Operator shall deliver or cause to be delivered to Seller the following: (i) a certificate of incumbency of its respective company officer who will be executing the documents to be delivered pursuant to the terms hereof on behalf of it respectively at Closing, and (ii) a certificate of the resolutions of its managers or other governing individuals and entities respectively authorizing it to execute, deliver and perform this Agreement and the documents to be delivered pursuant to the terms hereof on behalf of it, respectively, at Closing, duly certified by its managers, secretary or an assistant secretary; and

(k) Seller shall deliver or cause to be delivered to Buyer the following: (i) a certificate of incumbency of the corporate officer of Seller who will be executing the documents to be delivered pursuant to the terms hereof on behalf of Seller at Closing, and (ii) a certificate of the resolutions of Seller's board of directors authorizing Seller to execute, deliver and perform this Agreement and the documents to be delivered pursuant to the terms hereof on behalf of Seller at Closing, duly certified by the secretary or an assistant secretary of Seller.

**1.5 Covenants to Be Performed After the Closing.** After Closing, each Party shall, from time to time upon another Party's request, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such further deeds, assignments, documents,

instruments, transfers, conveyances, discharges, releases, assurances and consents, and to take or cause to be taken such further actions, as such other Party may reasonably request to carry out the transaction and the purposes of this Agreement. After the Closing, Seller and Buyer shall allow the other Party reasonable access, upon reasonable notice and during normal business hours, to such of the files and records (including financial records) as relate to the Station Assets or FCC Licenses or the Station.

#### **1.6 Proration of Expenses; Adjustments to Purchase Price.**

(a) All income, costs and expenses arising from or attributable to the ownership or use of the Station Assets and FCC Licenses up to the Effective Time will be prorated between Seller and Buyer so that Seller shall be entitled to all income and responsible for all expenses and costs allocable for the period prior to the Effective Time, and Buyer shall be entitled to all income and responsible for all expenses and costs allocable for the period on and after the Effective Time. Items to be apportioned pursuant to this Section 1.6 shall include, without limitation (i) all taxes (other than income taxes arising from the sale of the Station Assets and FCC Licenses pursuant to this Agreement which shall be Seller's sole responsibility, and taxes arising from the sale and transfer of the Station Assets and FCC Licenses which shall be paid in accordance with Section 8.1) relating to the Station Assets and FCC Licenses; and (ii) business and license fees including any FCC regulatory fees (and any retroactive adjustments thereof).

(b) The prorations and adjustments contemplated by this Section 1.6, to the extent practicable, shall be made at the Closing. Not less than three (3) business days prior to the Closing Date, Seller shall submit to Buyer a written estimate of adjustments and prorations to be made in accordance with this Section. Prior to the Closing, the Parties will attempt in good faith to agree on an amount of any adjustments not capable of being ascertained by the Closing Date, which adjustments and prorations shall be made within forty-five (45) days of the Closing Date. In the event of any disputes between the Parties as to such prorations and adjustments, the amounts not in dispute shall nonetheless be paid at the time provided herein, and such disputes shall be determined by an independent certified public accountant or other party mutually acceptable to the Parties whose determination shall be final. The fees and expenses of such accountant or other party shall be paid one-half by Buyer and one-half by Seller.

#### **1.7 Termination.**

(a) This Agreement may be terminated at any time prior to the consummation of the Closing by:

(i) the mutual written consent of all of the Parties;

(ii) either Buyer or Seller, if the Closing does not occur within twelve (12) months from the date the Assignment Application (as defined in Section 4.1) is accepted for filing by the FCC and such acceptance is placed on Public Notice;

(iii) Buyer, if Seller shall have breached any of its representations, warranties or obligations hereunder and such breach shall not have been cured or waived prior to the earlier of the Closing Date or within thirty (30) days after Buyer has given written notice to Seller of such breach (and, to the extent applicable, the time period set forth in clause (ii) hereof shall be extended accordingly);

(iv) Seller, if either Operator or Licensee shall have breached any of its respective representations, warranties, covenants or obligations hereunder which are qualified by a standard of materiality, or if either Operator or Licensee shall have breached in any material respect any other representation, warranty or obligation respectively made by or on behalf of it hereunder and, in either case, such breach shall not have been cured in all material respects by Buyer or waived by Seller prior to the earlier of the Closing Date and thirty (30) days after Seller has given written notice to Buyer of such breach (except in the case of Buyer's failure to pay the Purchase Price under Section 1.2, which is not subject to any cure period but, in all other cases to the extent applicable, the twelve month time period set forth in clause (ii) hereof shall be extended accordingly);

(v) either Buyer or Seller, if the FCC for any reason designates for hearing of the Assignment Application;

(vi) Buyer, pursuant to Section 4.2(a); or

(vii) Buyer, subject to and in accordance with Section 8.4 of this Agreement.

(b) In the event of the termination of this Agreement by a Party pursuant to Section 1.7(a) above, such termination shall not be effective unless and until a written notice of such termination has been given by such terminating Party or Parties to the other Party or Parties and, except as otherwise provided herein, (a) this Agreement shall become null and void and of no further force or effect, (2) the Deposit shall be disbursed in accordance with Section 1.2(c), and (iii) such termination shall relieve each Party from any and all breaches of any obligation such Party has under this Agreement that occurred prior to termination, other than breaches that resulted in or caused the failure of the Closing to occur and breaches of any confidentiality agreement in this Agreement.

(c) Notwithstanding the provisions of Sections 1.7(a) and (b) above, no Party may terminate this Agreement if such Party (or a Party affiliated with it) is in material default hereunder which has not been cured in all material respects or waived by the other Party(ies), or if a delay in any decision or determination by the FCC respecting the Assignment Application has been caused or materially contributed to (i) by any failure of such Party (or a Party affiliated with it) to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by such Party (or a Party affiliated with it) of incorrect, inaccurate or incomplete information to the FCC; or (iii) by any other action taken by such Party (or a Party affiliated with it) or such Party's (or a Party affiliated with it) failure to act for the purpose of delaying the FCC's decision or determination respecting the Assignment Application.

## **SECTION 2: REPRESENTATIONS AND WARRANTIES OF SELLER**

In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that:

**2.1 Organization.** Seller was duly formed and is validly existing and in good standing under the laws of the State of Georgia.

**2.2 Authority.** Seller has the necessary company power and authority to execute, deliver and perform this Agreement and all other agreements, documents and instruments to be executed and delivered by it at Closing pursuant hereto (collectively, the “Seller Agreements”) and to own the Station Assets, hold the FCC Licenses and operate the Station prior to the consummation of the transaction. Seller has taken all necessary company action to authorize their execution, delivery and performance of this Agreement and the Seller Agreements.

**2.3 Binding Effect.** This Agreement constitutes, and upon execution and delivery the other Seller Agreements will constitute, Seller’s legal, valid and binding obligations enforceable in accordance with their terms subject to bankruptcy, reorganization and similar laws affecting the rights of creditors generally.

**2.4 No Violation / No Conflict.** Subject to the consents and approvals of the FCC referred to in Section 4.1 and the Required Consents, to Seller’s knowledge, neither its execution and delivery of this Agreement and the Seller Agreements, nor Seller’s compliance with any of the provisions hereof, nor the consummation of the sale, assignment and transfer of the Station Assets and the FCC Licenses as contemplated in this Agreement at Closing, will (i) violate any provision of law or any order, judgment or decree of any court or other agency of government, including, without limitation, the FCC, (ii) violate any provision of their articles of organization or operating agreement of Seller, or (iii) conflict with or will result in any breach of any term, condition or provision of, or constitute or will constitute (with due notice or lapse of time or both) a default under, or will result in the creation or imposition of any Lien, other than Permitted Liens, upon any of the Station Assets and/or FCC Licenses.

### **2.5 Title to Station Assets; Liens; Condition and Sufficiency of Station Assets**

(a) Seller owns or has a valid right to, as applicable, all of the Station Assets free and clear of all Liens, except for Liens for taxes not yet due and payable, Liens that will be removed at or prior to Closing, and the Liens which are identified on Schedule 2.5(a) (collectively, the “Permitted Liens”).

(b) The Tangible Assets are warranted and will be transferred and assigned to Operator “AS IS,” “WHERE IS,” and WITH ALL FAULTS.” EXCEPT AS EXPRESSLY PROVIDED HEREIN TO THE CONTRARY, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATION AS TO ALL OF THE TANGIBLE ASSETS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. Schedule 1.1.1(a)(i) contains a list of all Tangible Assets necessary for the current operation of the Station pursuant to the FCC Licenses.

(c) Schedule 1.1.1(a)(v) contains a description of the material Intangible Property currently used by Seller in the operation by Seller of the Station as of the date of this Agreement included in the Station Assets. To the Seller's knowledge, Seller's use of the Intangible Property does not infringe upon any third party rights in any material respect and, to Seller's knowledge, none of the Intangible Property is being infringed by any third party. Seller has not received any written notice that its use of the Intangible Property at the Station is unauthorized or violates or infringes upon the rights of any other party or challenging the ownership, use, validity or enforceability of any Intangible Property.

(d) The Station Assets are sufficient for the operations of the Station and the Station Assets, including the Excluded Assets, constitute all the assets used or held for use by Seller primarily in the business or operation of the Station.

**2.6 FCC Licenses.** Schedule 1.1.2 contains a true and complete list of the FCC Licenses and other licenses, permits and governmental authorizations and approvals which are required for the lawful operation of the Station as presently conducted. The FCC Licenses are free and clear of all Liens. Seller is the duly authorized holder of the FCC Licenses, all of which are in full force and effect. There are no applications or proposals pending before or approved by the FCC that would change the Station's community of license or result in any other material change to the operations of the Station or the FCC Licenses. The FCC Licenses have been issued for the full terms customarily issued to a broadcast television station in the state of license. Seller is in material compliance with each of the FCC Licenses. There are no FCC investigations, proceedings, or material complaints pending or, to Seller's knowledge, threatened, at the FCC which might adversely affect the business or operations of the Station in any material respect, or might materially impair Seller's ability to assign the FCC Licenses to Buyer or which would materially impede its ability to prosecute the Assignment Application or seek the grant of the FCC Consent, other than proceedings of a general nature affecting or concerning the television industry. All reports and fees required to be filed or paid by Seller for the Station with the FCC have been filed and paid and all such reports are materially accurate. To Seller's knowledge, such items as are required to be placed in the Station's local and/or online public inspection files have been placed in such file and all proofs of performance and measurements that are required to be made with respect to the Station's transmission facilities have been completed and are on file at the Station. To the Seller's knowledge, Seller has operated the Station, its physical facilities, electrical and mechanical systems and transmitting and studio equipment substantially in compliance with the FCC's rules.

**2.7 Employee Relations.** In the conduct of the Station's affairs, to the Seller's knowledge, Seller has complied in all material respects with all applicable laws and government regulations relating to the employment of labor, including those relating to collective bargaining and other unfair labor practices, wages, hours, discrimination, and the withholding and payment of social security and similar taxes, and Seller is not liable for any arrears or penalties relating thereto which would have a material adverse effect upon the operations of the Station or which could result in liability to Buyer following the Closing. Seller shall be solely responsible for, and hold Buyer

harmless from, any and all employment compensation, personnel benefits, accrued benefits and bonuses for each employee of Seller involved in the operation of the Station (“Station employee”) up to the Effective Time with respect to the operation of the Station. No labor union is certified, or otherwise recognized, as the collective bargaining representative for any of Seller’s employees; Seller has no knowledge of any labor strike, union organizing efforts, equal employment opportunity or discrimination allegation or other employee or labor controversy or dispute pending which could affect Buyer’s operation of the Station. Seller has not promised to any Station employee that Buyer will be hiring any such Station employee or otherwise made any offer of employment on behalf of Buyer, and Buyer shall not have any obligation to employ any Station employee. Seller shall be fully responsible for all severance and other obligations owing to any of its Station employees. Seller has provided to Buyer its applicable state unemployment insurance rate applicable to Station employees effective on the date of this Agreement.

**2.8 Compliance with Laws; Litigation.** Seller has operated the Station and the Station Assets in compliance with all FCC Licenses and applicable federal, state and local laws, including, without limitation, compliance with the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Children’s Television Act of 1990, and the rules and regulations of the FCC (collectively, the “Communications Act”), except in each case as would not have a material adverse effect upon the financial condition of the Station. There is no judgment outstanding and no litigation or proceeding before any court, administrative agency, arbitrator or mediator of any nature pending or, to Seller’s knowledge, threatened which might materially and adversely affect the continued operation or earnings of the Station or materially and adversely affect the enjoyment and use by Buyer of the Station Assets and/or FCC Licenses to be purchased hereunder. Should any finding, order, complaint, citation or notice allege that any aspect of the Station’s operation violates any rule or regulation of the FCC or any other governmental agency prior to Closing, Seller shall promptly notify Buyer and use reasonable best efforts to remove or correct such violation and be responsible for all costs associated therewith, including payment of any fines that may be assessed.

**2.9 Performance of Station Agreements.** Schedule 1.1.1(a)(iv)(A) is a true, correct, and complete listing of all material Station Agreements, and Seller has delivered to Buyer true, correct and complete copies of all such Station Agreements. To Seller’s knowledge, Seller has performed all of its obligations pursuant to each of the Station Agreements in all material respects and is not in default or breach of any Station Agreement in any material respect. Seller has not received notice from any party to any Station Agreement that such party contends that Seller is in default or breach under any Station Agreement. Each of the Station Agreements is in full force and effect and, to the knowledge of Seller, there has not been, and is not, any default or breach under any Station Agreement by the other party to any Station Agreement in any material respect. There have been no modifications, extensions, or amendments of any of the material Station Agreements that have not been delivered to Buyer, whether oral or written, except as may be contemplated by this Agreement. Seller has not been notified by any other party to any Station Agreement that such party has a present intent to terminate or not to renew any Station Agreement. None of the Station Agreements has as the other party an entity controlled by any affiliate of Seller.

## **2.10 Cable and Satellite Matters.**

(a) Schedule 2.10 contains a list, including channel positions, of all cable television systems and satellite carriers in the Station's Nielsen Designated Market Area (the "DMA"). To Seller's knowledge, the Station is carried by all cable systems and satellite carriers that provide service within the DMA to more than 1,000 subscribers. Seller has provided to Buyer true and correct copies of any and all correspondence to and from DirecTV, Dish Network, and all cable operators related to must carry elections for the Station for the carriage cycle commencing January 1, 2012, and ending December 31, 2014. Both DirecTV and Dish Network, each a satellite carrier, provide local-into-local service in the DMA. Except as set forth in Schedule 2.10, to Seller's knowledge (i) no satellite carrier or cable system that currently carries the Station ("Market System") has provided written notice to Seller of any signal quality issue or failed to respond to a request for carriage or sought any form of relief from carriage of the Station from the FCC, (ii) Seller has not received any written notice of any Market System's intention to delete the Station from carriage or to change the Station's channel position on such system, (iii) Seller has not received written notice objecting to any must carry election for the Station for the carriage cycle commencing January 1, 2012, and ending December 31, 2014, and (iv) Seller has not entered into any agreements that waive the Station's must carry rights with respect to any cable and/or satellite operators that would be binding on the Buyer after Closing. Seller has no petition pending before the FCC to extend the Station's market for cable or satellite carriage purposes beyond the DMA. Schedule 2.10 contains a list of cable systems and satellite carriers that, to the knowledge of Seller, carry the Station, including the Station's channel position, where known, on such cable systems or satellite carriers outside the DMA. Except as disclosed on Schedule 2.10, there are no unresolved disputes with cable systems or satellite carriers listed on Schedule 2.10 with respect to the carriage of the Station.

(b) Schedule 1.1.1(a)(iv)(A) or Schedule 2.10 contains a list of all retransmission consent, channel positioning or other agreements with cable systems or satellite carriers with respect to the Station, and Seller has previously furnished Buyer with true and correct copies of all such agreements.

## **2.11 Real Estate.**

(a) Schedule 1.1.1(a)(ii) contains a true and correct description of the Leased Real Property and the Real Property Agreements. Seller does not lease or sublease (or subject to an option to do so) any portion of the Leased Real Property to other parties. To the Seller's knowledge, each of the Real Property Agreements is a legal, valid and binding obligation of the parties thereto that is enforceable in accordance with its terms and is in full force and effect, except as the enforceability hereof may be affected by bankruptcy, insolvency or similar laws affecting generally creditors' rights or by court applied equitable remedies. To the Seller's knowledge, there are no material defaults under the Real Property Agreements, and no circumstances or events have occurred which, with notice or the lapse of time, could be reasonably expected to constitute a material default by Seller under them. The Leased Real Property constitutes all of the real property used in the operation of the Station.

(b) The Leased Real Property is, to Seller's knowledge, in compliance in all material respects with all applicable laws, including zoning, land use and building code laws, ordinances and regulations necessary to conduct the operations of the Station as currently conducted; and, to Seller's knowledge, the transactions contemplated by this Agreement could not reasonably be expected to result in the revocation of any permit or variance.

(c) Seller has, and Buyer will receive on the Closing Date, valid rights of access to the Leased Real Property in all material respects. To Seller's knowledge, there are no material impairments or structural defects on the Leased Real Property and there are no proceedings (condemnation or otherwise) pending or, to Seller's knowledge, threatened, with respect to the Leased Real Property, that would materially impair Buyer's full use thereof after Closing. To Seller's knowledge, the Leased Real Property is zoned for the various purposes for which the buildings, towers, and other improvements located thereon (the "Improvements") are presently being used, or, otherwise, the current use of the Leased Real Property and Improvements constitute a preexisting nonconforming use in compliance with zoning requirements. To Seller's knowledge, all improvements and all uses thereof are in material compliance with all applicable zoning and land use laws, ordinances and regulations. To Seller's knowledge, all Improvements, including mechanical systems included therein, are in good repair and in good operating condition, ordinary wear and tear excepted, and sufficient for the operation of the business of the Station as currently conducted, and comply in all material respects with all applicable rules and regulations of the FCC, the Federal Aviation Administration, and other federal, state, and local governing jurisdictions, including but not limited to those rules and regulations relating to registration, lighting, painting, fencing, radio frequency emissions, posting of warning signs, and access restriction requirements. To Seller's knowledge, all of the towers, guy anchors, guy wires, cables, driveways, parking lots, ground systems, transmitting equipment, buildings and other Improvements relating to the Station's operations are located entirely on and wholly within the lot limits and metes and bounds of the Leased Real Property, complies in all material respects with all set back laws and other requirements of any governmental authority with jurisdiction over the Leased Real Property, complies in all material respects with all license and permit requirements, does not otherwise encroach on any adjoining premises, and is not subject to any encroachments by any improvements located on any adjoining real property. To Seller's knowledge, all utilities that are necessary for Seller's current use of the Leased Real Property, including without limitation, electric power, water, sewer, and telephone services, have been connected to the Leased Real Property and are sufficient for the operation of the Station as currently conducted. The Leased Real Property has access to a public street. To Seller's knowledge, there are no parties in possession of any portion of the lessee's interest in the Leased Real Property other than Seller, whether as lessees, sublessees, licensees or tenants at will.

**2.12 Environmental Matters.** To the best of Seller's knowledge:

(a) Seller has complied in all material respects with all laws, rules, and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, public health and safety, and employee health and safety, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against Seller in connection with Seller's ownership or operation of the Station alleging any failure to comply with any such law, rule, or regulation.

(b) The Leased Real Property is in material compliance with all, and is not in material violation of any, applicable federal, state or local statute, ordinance, code, order, requirements, law, rule or regulation relating to environmental, occupational health or safety, building, zoning and other matters. Without limiting the generality of the foregoing, neither Seller nor any of its past or present officers, employees and agents have generated, stored, disposed of and released hazardous waste, hazardous substances and/or oil on the Leased Real Property in material violation of any statutes, ordinances, codes, orders, requirements, laws, rules or regulations relating to environmental matters, including, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Clean Water Act 33 U.S.C. §§ 1251 et seq., and the Occupational Safety and Health Act, 29 U.S.C. §§ 665 et seq., as such statutes may be amended (collectively, the “Environmental Laws”). There has been no generation, storage, disposal or release of any such hazardous waste, hazardous substances and/or oil on the Leased Real Property by any other person or entity since Seller acquired the Leased Real Property that would violate any of the Environmental Laws in any material respect. There has been no generation, storage, disposal or release of any hazardous waste, hazardous substances and/or oil on the Leased Real Property by any prior owner or lessee of the Leased Real Property. For the purposes of this Section, “hazardous waste” and “hazardous substance” shall have the meanings set forth in the Environmental Laws, and “oil” shall be defined as petroleum, or any petroleum products, in any form.

**2.13 Insolvency; Payment of Taxes.** No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller, the FCC Licenses or the Station Assets are pending or threatened. Seller has not made an assignment for the benefit of creditors or taken any action with a view to, or that would constitute a valid basis for, the institution of any such insolvency proceedings. To the Seller’s knowledge, all federal, state, county and local tax returns required to be filed by Seller, if any, with respect to the Station or the Station Assets or the FCC Licenses have been duly and timely filed (after taking into account any extensions therefor). Seller has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it with respect to the Station or the Station Assets or the FCC Licenses. Any applicable taxes upon the Station or the Station Assets or the FCC Licenses, including property, sales or use taxes or any other tax however designated arising from the subject matter of this Agreement and applicable to any events or time periods prior to the Closing, shall be the responsibility of Seller.

**2.14 Insurance.** All of the Station Assets and FCC Licenses which are of an insurable character are insured by reputable insurance companies against loss or damage by fire and other risks to the extent and in the manner customary for properties and assets of that nature.

**2.15 No Undisclosed Liabilities.** There are no liabilities or obligations of Seller that will be binding upon Buyer after the Effective Time other than the Assumed Liabilities.

**2.16 Broker.** No broker has acted for or on behalf of Seller in connection with the negotiation or consummation of this Agreement, and no broker is entitled to a brokerage fee, commission or other payment due from Buyer in connection with the transactions contemplated by this Agreement.

### **SECTION 3: REPRESENTATIONS AND WARRANTIES OF BUYER**

In order to induce Seller to enter into this Agreement, Buyer represents and warrants to Seller that:

**3.1 Organization.** Licensee and Operator were each duly organized and are each validly existing and in good standing under the laws of Virginia and, as of the Closing Date, shall be authorized to conduct business in Tennessee.

**3.2 Authority.** Licensee and Operator each have the necessary company power and authority to execute, deliver and perform this Agreement and all other agreements, documents and instruments to be respectively executed and delivered by it at Closing pursuant to the terms and provisions of this Agreement (collectively, the “Buyer Agreements”) and to own and/or hold the FCC Licenses and Station Assets, respectively, and operate the Station after the consummation of the Transactions. Licensee and Operator have each taken, or in the case of the Buyer Agreements will at Closing take, all necessary company action to authorize the respective execution, delivery and performance of this Agreement and the Buyer Agreements.

**3.3 Binding Effect.** This Agreement constitutes, and upon execution and delivery the other Buyer Agreements will constitute, the legal, valid, and binding obligations of Licensee and Operator, respectively, enforceable in accordance with their terms subject to bankruptcy, reorganization and similar laws affecting the rights of creditors generally.

**3.4 No Violation / No Conflict.** Subject to the consents and approvals of the FCC referred to in Section 4.1 and the Required Consents, to Buyer’s knowledge, neither the execution and delivery by it of this Agreement and the Buyer Agreements, nor compliance by it with any of the provisions hereof, nor the consummation of the Transaction will (i) violate any provision of law or any order, judgment or decree of any court or other agency of government, including, without limitation, the FCC, (ii) violate any provision of its articles of organization or operating agreement, or (iii) conflict with or will result in any breach of any term, condition or provision of, or constitute or will constitute (with due notice or lapse of time or both) a default under, any agreement or instrument to which it is a party.

**3.5 Buyer Qualifications.** Licensee is qualified under the Communications Act and the rules and policies of the FCC to be a licensee of the Station and, the assignee of the FCC Licenses without any waiver thereof, and Operator is qualified under the Communications Act and the rules and policies of the FCC to be the owner and/or operator of the Station or the Station Assets, and Licensee and Operator will not take, or unreasonably fail to take, any action which would cause such non-qualification.

## SECTION 4: CERTAIN MATTERS PENDING THE CLOSING

The Parties covenant and agree that from the Effective Date until the Closing Date:

**4.1 FCC Approval.** Promptly upon the execution of this Agreement, Buyer and Seller shall each prepare for filing with the FCC their respective portions of the application for FCC consent to the assignment of the FCC Licenses to Licensee (the “Assignment Application”), which shall be filed within ten (10) business days after the Effective Date. The Parties shall diligently prosecute the Assignment Application and use all reasonable efforts to obtain the FCC’s consent and grant of the Assignment Application (the “FCC Consent”) as expeditiously as practicable; provided, however, that no Party hereto shall be required to take any action which such Party reasonably determines would have a material adverse effect upon such Party. No Party shall intentionally take or omit to take any action that will cause the FCC to deny, delay, or fail to approve the Assignment Application or cause the FCC Consent not to become Final Action; provided, however, that no Party hereto will be required to take any action which such Party reasonably determines would have a material adverse effect upon such Party. A “Final Action” shall mean an order of the FCC with respect to which no appeal, no petition for rehearing, reconsideration, or stay, and no other administrative or judicial action contesting such consent or approval, is pending and as to which the time for filing any such appeal, petition or other action has expired or, if filed, has been denied, dismissed, or withdrawn and the time for instituting any further legal proceeding has expired under the Communications Act and FCC rules. Without limiting the foregoing, to the extent the FCC’s Enforcement Bureau has placed an assignment hold (an “Enforcement Hold”) on the Station due to a pending complaint, investigation, or otherwise (a “Pending Complaint”), Seller shall use commercially reasonable efforts to have such Enforcement Hold removed at the earliest practicable date to facilitate a grant of the Assignment Application, including, if necessary, entering into an escrow agreement with the FCC or other agreements required by the FCC. Buyer shall have no obligation to assume any liability with respect to a Pending Complaint and shall otherwise not be required to enter into any agreement with the FCC relating to the Enforcement Hold or a Pending Complaint.

### **4.2 Access and Confidentiality.**

(a) At any time prior to the Closing, Buyer shall have the right, itself or through its counsel, accountants, engineers, lender(s), and other authorized representatives (collectively, “Buyer’s Representatives”), during normal business hours and after reasonable written notice, to inspect the Station Assets, including the Tangible Assets, the Station Agreements, the Leased Real Property, and to inspect and make abstracts and reproductions of the Books and Records and the Station applications and reports to the FCC (“Seller’s Information”), and Seller shall furnish Buyer with such information respecting the Station Assets and FCC Licenses as Buyer may, from time to time, reasonably request. Without limiting the foregoing, Buyer may, to the extent permitted by and in accordance with the existing terms and conditions of the Real Property Agreements, conduct surveys and environmental assessments (collectively, “Assessments”) of the Leased Real Property; provided that (i) Buyer shall initiate such Assessments within thirty (30) days of the Effective Date, and Buyer’s failure to initiate such Assessments within that time period shall constitute a waiver of Buyer’s right to conduct

such Assessments, and (ii) such Assessments are conducted at reasonable times without interfering with Seller's operation of the Station. Buyer shall give Seller prompt notice (along with a copy of any report or survey) if its Assessments disclose a material defect that must be remedied in order to satisfy the conditions to Buyer's obligation to Close in Section 5.2. Seller shall then have the option to remedy such material defect(s), and the Closing Date shall be extended, if necessary, to allow Seller to do so. In the event (i) Seller elects not to remedy the material defect(s), Seller shall so advise Buyer within five (5) business days of receiving Buyer's notice (along with a copy of any report or survey) or (ii) Seller does not remedy the material defect(s) within sixty (60) days of receiving Buyer's notice, then Buyer may elect to proceed to Closing without any remedy of the material defect(s) or terminate this Agreement, in which case no Party will have any liability to any other Party, and Buyer shall be entitled to the immediate return of the Deposit plus all interest accrued thereon.

(b) Buyer, and any other person to whom Seller delivers the Seller's Information at Buyer request, shall keep confidential any and all the Seller's Information and shall not deliver all or any portion thereof, or permit access to all or any portion thereof, to any third party without the prior written consent of Seller, except to the extent that the Seller's Information has previously been made public by a person or entity other than the Buyer or any of Buyer's Representatives or as otherwise required by law. In the event that the Closing does not occur, Buyer shall either destroy or return to Seller, all of Seller's Information and any material that contains all or any part of the Seller's Information. Buyer shall not use the Seller's Information for any purpose other than for evaluation of the transaction contemplated hereby.

**4.3 Conduct of Business of the Station Pending Closing.** Except for those changes or actions expressly implemented by mutual consent of the Parties, and for those changes or actions which are in the usual and ordinary course of operating the Station, Seller shall, to the extent permitted by the Communications Act and FCC rules and policies:

(a) refrain from making any sale, lease, transfer or other disposition of any of the Station Assets and/or FCC Licenses;

(b) refrain from modifying, amending, altering or terminating, any other material right relating to or included in the Station Assets (including the Station Agreements) and/or FCC Licenses;

(c) maintain insurance on the Tangible Assets against loss or damage by fire and all other hazards and risks in an amount consistent with ordinary business practices;

(d) maintain the Station Assets in accordance with past practices, ordinary wear and tear excepted;

(e) refrain from changing its governing documents in any way which would adversely affect its power or authority to enter into and perform this Agreement or which would otherwise adversely affect its performance of this Agreement;

(f) operate the Station in accordance with the FCC Licenses and in material compliance with all laws, rules and regulations applicable to the Station, including the rules and regulations of the FCC;

(g) refrain from subjecting any of the Station Assets and/or FCC Licenses to any new Lien;

(h) provide to Buyer, concurrently with filing thereof, copies of all reports to and other filings with the FCC relating to the Station filed after the Effective Date;

(i) provide to Buyer, promptly upon receipt thereof by Seller, a copy of (i) any notice from the FCC or any other governmental authority, after the Effective Date, of the revocation, suspension or limitation of the rights under, or of any proceeding for the revocation, suspension or limitation of the rights under (or that such authority may in the future, as the result of failure to comply with laws or regulations or for any other reason, revoke, suspend or limit the rights under) any FCC Licenses, and (ii) all protests, complaints, challenges or other documents filed with the FCC after the Effective Date by third parties concerning the Station and, promptly upon the filing or making thereof, copies of Seller's responses to such filings;

(j) notify Buyer in writing immediately upon learning of the institution or written threat of any action against Seller after the Effective Date involving the Station in any court, or any action against Seller involving the Station before the FCC or any other governmental agency, and notify Buyer in writing promptly upon receipt of any administrative or court order relating to the Station Assets, the FCC Licenses or the Station;

(k) refrain from filing any application for any construction permit or modification of any FCC Licenses or otherwise changing any of the Station's facilities;

(l) use commercially reasonable efforts to maintain the FCC Licenses in full force and effect; and

(m) timely make must-carry/retransmission elections with respect to cable systems and satellite carriers; provided, that Seller shall not elect must-carry (by default or otherwise) or enter into a retransmission consent agreement without Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**4.4 Notice of Commencement of Proceedings or Change in Condition.** Each Party shall notify the other in writing immediately upon obtaining knowledge of the occurrence of any of the following events, stating in detail the nature thereof: (a) any proceedings instituted against such Party by or in any federal or state court or before any commission, board or other regulatory body, federal, state or local, which, if adversely determined, would have a material adverse effect upon such Party's ability to perform any of its obligations under this Agreement, and (b) any material adverse change in the condition, financial or otherwise, of such Party or the collective assets of such Party to be transferred hereunder.

**4.5 No Inconsistent Act.** No Party shall (a) knowingly take any action which is materially inconsistent with its respective obligations hereunder, or which would reasonably be expected to materially hinder or delay the consummation of the transactions contemplated by this Agreement, except as specifically required or permitted herein, or (b) knowingly take or fail to take any action which would render any of its representations and warranties set forth hereunder no longer accurate; provided, however, that no Party hereto shall be required to take any action before the FCC which such Party reasonably determines would have a material adverse effect on such Party.

**4.6 Cooperation; Satisfaction of Conditions.** The Parties will cooperate in all respects in connection with and use commercially reasonable efforts to cause all of the conditions set forth in Sections 5.1, 5.2, and 5.3 to be fulfilled (but not waived).

**4.7 Public Announcement.** Seller, at its own expense, shall publish and broadcast (if applicable) public notices concerning the filing of the applicable Assignment Application in accordance with the requirements of Section 73.3580 of the FCC's rules. As to any other announcements prior to Closing, no Party shall issue any press release or public announcement or otherwise divulge the existence of this Agreement or the transactions contemplated hereby without prior written approval of the other Party (which shall not be unreasonably withheld or delayed) except as and to the extent that a Party shall be obligated by law, in which case the other Party shall be so advised and the Parties shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued.

**4.8 Consents.** Prior to the Closing, Seller shall proceed with all reasonable diligence and shall use commercially reasonable efforts to obtain all Required Consents. If requested by Seller, Buyer shall execute and deliver to the applicable third party and/or either Seller an assumption agreement with respect to Seller's obligations and liabilities under each Station Agreement to commence as of the Effective Time, which assumption agreement may also contain a release of Seller by the applicable third party to such Station Agreement.

**4.9 Construction and Updating of Schedules.** Any information disclosed by a Party in this Agreement or pursuant to any one or more of the Schedules hereto shall be deemed to be disclosed to the other Party for all purposes of this Agreement and the Schedules. Prior to the Closing, a Party may update and modify the Schedules hereto as necessary to cause the information contained therein to be accurate and complete, including, for example, to reflect changes in the relevant assets; provided, that such revised Schedules shall not be considered in determining whether the condition in Section 5.2(a) or 5.3(a) have been satisfied.

## **SECTION 5: CONDITIONS TO CLOSING**

**5.1 Mutual Conditions.** The obligations of the Parties to consummate the transactions contemplated at Closing is subject to satisfaction at the time of the Closing of each of the following conditions precedent, any of which the Parties may waive in their discretion:

(a) The FCC shall have issued the FCC Consent and any condition to the effectiveness of such FCC Consent which is specified therein shall have been met and the same shall have become Final Action.

(b) No action or proceeding shall have been instituted or threatened against a Party or any of its respective affiliates before any court or governmental agency or commission or any board of arbitration seeking to restrain or prohibit, or to obtain substantial damages against such Party or its respective affiliates in respect of, this Agreement or the consummation of the transaction contemplated hereby.

**5.2 Conditions to Obligations of Buyer.** Buyer's obligation to consummate the transactions contemplated at Closing is subject to satisfaction at the time of the Closing of each of the following conditions precedent, any of which may be waived by Operator and Licensee, respectively, as to itself only:

(a) Each of Seller's representations and warranties contained in Section 2 of this Agreement shall be true and correct in all material respects, except that those which are qualified by a standard of materiality shall be true and correct in all respects, on the Closing Date as though made on and as of the Closing Date, except to the extent they are made as of another date, in which case they shall be true and correct in all material respects (or in all respects if qualified by a standard of materiality) as of such other date; and Seller shall have performed in all material respects all of its covenants and obligations hereunder which by the terms hereof are to be performed on or before the Closing Date.

(b) Seller shall have delivered to Buyer a certificate of an officer of Seller, dated as of the Closing Date, certifying as to the matters set forth in the foregoing paragraph (a) of this Section.

(c) Seller shall have delivered to Buyer a certificate dated as of the Closing Date, executed by an officer or manager thereof, certifying (i) that the resolutions, as attached to such certificate, authorizing and approving the execution and delivery of the Seller Agreements and the consummation of the transactions contemplated hereby, were duly adopted by the Board of Directors of Seller; (ii) that such resolutions have not been amended and remain in full force and effect; and (iii) as to the incumbency of each signatory of the Seller Agreements.

(d) Seller shall have obtained and delivered to Buyer the Required Consents.

(e) With respect to all Real Property Agreements, and whether or not required by the terms of such leases, Seller shall have obtained and delivered to Buyer customary estoppel certificates from each landlord consenting to the assignment of each Real Property Agreement to Buyer and certifying, among other customary certifications, that the lease is in full force and effect and that there is no default in the payment of rent or any other amounts payable to the landlord under the lease.

(f) Buyer shall have obtained, at Buyer's expense, a commitment for a leasehold policy for the insurable interest of the lessee and/or sublessee in and to the Leased Real

Property, free and clear of all Liens except for Permitted Liens and the title company's standard printed exceptions.

(g) Buyer shall have obtained, at its cost, a report dated no earlier than fifteen (15) days prior to Closing, prepared by a firm reasonably acceptable to Seller, showing the results of searches in the Uniform Commercial Code recording offices of all applicable jurisdictions in which any Station Assets and/or FCC Licenses are situated and in the office of the Secretary of State or other appropriate governmental entity of such jurisdiction demonstrating that the Station Assets and/or FCC Licenses are free of Liens (other than Permitted Liens).

(h) There shall not have been any material adverse change to any of the Station Assets or the FCC Licenses or the Station's business, in each case taken as a whole, since the Effective Date except for changes or effects resulting from (i) general economic, political, or social conditions or (ii) circumstances that are not likely to recur and have been substantially remedied without material cost or delay.

(i) Seller shall have repaired, at its own expense and in a manner that is satisfactory to Operator, the existing defects in the Station transmitter's transmission line.

(j) Buyer shall have successfully installed and tested new equipment at its Richmond facility to operate the Station from Richmond; provided, however, that such installation and testing shall be completed within 90 days after the FCC Approval.

**5.3 Conditions to Obligations of Seller.** Seller's obligation to consummate the transactions contemplated at Closing is subject to satisfaction at the time of the Closing of each of the following conditions precedent, any of which may be waived by Seller as to itself only:

(a) Each of Licensee's and Operator's respective representations and warranties contained in Section 3 of this Agreement shall be true and correct in all material respects, except that those which are qualified by a standard of materiality shall be true and correct in all respects, on the Closing Date as though made on and as of the Closing Date, except to the extent they are made as of another date, in which case they shall be true and correct in all material respects (or in all respects if qualified by a standard of materiality) as of such other date; and Licensee and Operator shall have performed in all material respects all of their respective covenants and obligations hereunder which by the terms hereof are to be performed on or before the Closing Date.

(b) Each of Licensee and Operator shall have delivered to Seller a certificate of one of its officers, dated as of the Closing Date, certifying as to the matters set forth in the foregoing paragraph (a) of this Section.

(c) Each of Licensee and Operator shall have delivered to Seller a certificate dated as of the Closing Date, executed by one of its officers or managers, certifying (i) that the resolutions of Licensee and Operator, respectively, as attached to such certificate, authorizing and approving the execution and delivery of the Buyer Agreements to which it is respectively a

party and the consummation of the transactions contemplated hereby, were duly adopted by its respective Board of Directors/Managers; (ii) that such resolutions have not been amended and remain in full force and effect; and (iii) as to the incumbency of each signatory of the Buyer Agreements.

(d) Buyer shall have tendered the Purchase Price and other documents and instruments which are to be executed and delivered pursuant to Section 1.2(b).

## **SECTION 6: SURVIVAL**

**6.1 Period for Bringing Claim for Breach of Certain Covenants and of Representations and Warranties.** Any right of indemnification for a breach of one or more covenants to be performed on or prior to the Closing or of one or more representations and warranties in this Agreement shall expire on the date that is eighteen (18) months following the Closing Date (the “Expiration Date”), after which no Party may seek indemnification, bring an action or present a claim for breach of any such representation, warranty or covenant; provided, however, that if the Party claiming breach has notified the alleged breaching Party of such breach prior to such Expiration Date, the Party claiming breach may continue to pursue its indemnification claim; and further provided that the confidentiality covenants of Buyer set forth in this Agreement shall continue until such time that Seller no longer holds the FCC Licenses for the Station.

## **SECTION 7: INDEMNIFICATION**

### **7.1 Indemnification.**

(a) Following the Closing, Seller shall indemnify, defend, and hold Buyer and its affiliates and their respective employees, officers, members, managers, attorneys, and agents, harmless against all claims, demands and legal actions and will reimburse such parties for any losses or damages, including reasonable legal fees and costs incurred with respect to same, (collectively, “Damages”) proximately resulting from, or proximately arising out of (i) subject to Section 6.1, the breach by Seller of any of its representations, warranties or covenants set forth herein or in any of the Seller Agreements; (ii) any and all liabilities and obligations of Seller other than the Assumed Liabilities; or (iii) the business or operation of the Station before the Effective Time.

(b) Following the Closing, Licensor and Operator shall each indemnify, defend, and hold Seller and its affiliates and their respective employees, officers, members, managers, and agents, harmless against all Damages proximately resulting from, or proximately arising out of (i) subject to Section 6.1, the breach by Buyer of any of its representations, warranties or covenants set forth herein or in any of the Buyer Agreements to which it is a party; (ii) the Assumed Liabilities; or (iii) the business or operation of the Station after the Effective Time.

## **7.2 Procedures.**

(a) The indemnified Party shall give prompt written notice to the indemnifying Party of any demand, suit, claim or assertion of liability by third parties or inurrence of Damages by the indemnified Party that is subject to indemnification hereunder (a “Claim”), but a failure to give such notice or delaying such notice shall not affect the indemnified Party’s rights or the indemnifying Party’s obligations except to the extent the indemnifying Party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 6.1 if applicable.

(b) The indemnifying Party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying Party does not undertake such defense or opposition in a timely manner, the indemnified Party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying Party’s cost (subject to the right of the indemnifying Party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified Party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying Party shall not, without the indemnified Party’s prior written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified Party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying Party undertakes the defense of or opposition to any Claim, the indemnified Party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying Party and its counsel concerning such Claim and the indemnifying Party and the indemnified Party and their respective counsel shall cooperate in good faith with respect to such Claim.

**7.3 Limitation on Indemnification Obligations.** Claims for which indemnification may be obtained under Section 7.1 shall be limited to the extent of the actual Damages suffered by the indemnified Parties. No indemnified Party shall be entitled to recover from an indemnifying Party any special, consequential, incidental, indirect or punitive damages, including for lost profits, business interruption or other similar items, nor shall any damages be calculated using a “multiplier” or any other method having a similar effect, except to the extent that a third party has claimed such damages against such indemnified Party.

**7.4 Indemnification is Exclusive Remedy Following Closing.** Following the Closing, (a) a claim for indemnification pursuant to Section 7.1(a) or 7.1(b) shall be the sole and exclusive remedy which a Party shall have against another Party for compensatory damages under or with respect to this Agreement, the Buyer Agreements, the Seller Agreements and the transaction contemplated hereby, whether for breach or misrepresentation of any representation, warranty, covenant, obligation, agreement or condition or otherwise; (b) any and all other rights and remedies at law or in equity are hereby waived by each Party; and (c) the only legal action

that may be asserted by any Party with respect to any matter that is the subject of this Agreement shall be a breach of contract action to enforce or recover damages for breach of this Section; provided, however, that a Party shall have the right to seek equitable relief as may be required to enforce the covenants set forth in Sections 1.2(d), 1.5, 1.6, 4.2, 7, and 8.4; provided further, however, that this Section 7.4 shall not apply to any of the documents, instruments and agreements described in Sections 1.2(b)(iii) and (iv) that are delivered at Closing or any other agreement between or among the Parties that is not delivered at the Closing, such that a Party entitled to enforce such document, instrument or agreement shall have all rights and remedies otherwise available to it under such agreement and at law.

## **SECTION 8: MISCELLANEOUS**

### **8.1 Fees and Expenses.**

(a) All governmental fees imposed on the assignment or transfer of any Station Assets and/or FCC Licenses, including recordation, sales, “bulk sales,” transfer and documentary taxes and fees, shall be borne one-half by Buyer and one-half by Seller. The FCC filing fees for the Assignment Application shall be borne one-half by Buyer and one-half by Seller.

(b) Each of the Parties shall bear its own expenses in connection with the negotiation and preparation of this Agreement, the Assignment Application and the other documents, instruments and agreements described in this Agreement, including without limitation the Buyer Agreements and Seller Agreements, and the consummation of the Transaction.

**8.2 Law Governing.** This Agreement shall be construed under and governed by the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. The documents, instruments and agreements described in Sections 1.2(b)(iii) and (iv) shall be construed under and governed by the laws of the State of Texas without regard to conflict of laws provisions.

**8.3 Notice.** Any notice or other communication required or permitted pursuant to this Agreement, or any agreement or instrument delivered pursuant hereto, shall be effective if, and only if, delivered personally, sent by facsimile transmission, sent by e-mail transmission, or sent by reputable overnight courier, such as “FedEx.” A notice delivered personally shall be deemed given when delivered; a notice delivered via facsimile shall be deemed given upon confirmation of receipt by the recipient (but not by automatic confirmation) or the next business day after confirmation of receipt by the recipient’s facsimile machine or program; a notice delivered via e-mail shall be deemed given upon the first to occur of confirmation of receipt by the recipient (but not by automatic confirmation) or the next business day after confirmation of receipt by the recipient’s email program; and a notice delivered via overnight courier shall be deemed given the day of delivery by the overnight courier. If a notice is delivered by more than one of the foregoing methods, the notice shall be deemed given on the earliest date of the methods used. Notwithstanding anything to the contrary in this Agreement, any notice given to or received by either Operator or Licensee in connection with this Agreement shall be deemed to have been

given to or received by the other of the two of them, whether or not actually given to or received by such other of the two of them. All such notices shall be effective only if delivered to the following (as the same be changed in accordance with this section):

**If to Operator:**

Tennessee TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna  
Facsimile: (757) 726-0136

With a copy (which copy shall not constitute notice) to:

Mark J. Prak  
Elizabeth Spainhour  
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.  
P.O. Box 1800 (ZIP 27602)  
150 Fayetteville Street  
Suite 1600, Wells Fargo Capitol Center  
Raleigh, NC 27601  
Facsimile: (919) 839-0304  
E-Mail: mprak@brookspierce.com  
espainhour@brookspierce.com

**If to Licensee:**

WMAK TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna  
Facsimile: (757) 726-0136

With a copy (which copy shall not constitute notice) to:

Mark J. Prak  
Elizabeth Spainhour  
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.  
P.O. Box 1800 (ZIP 27602)  
150 Fayetteville Street  
Suite 1600, Wells Fargo Capitol Center  
Raleigh, NC 27601  
Facsimile: (919) 839-0304  
E-Mail: mprak@brookspierce.com  
espainhour@brookspierce.com

**If to Seller:**

Word of God Fellowship, Inc.  
3901 Highway 121  
Bedford, TX 76021  
ATTN: Arnold Torres  
Facsimile: (817) 571-0239  
E-mail: [arnold.torres@daystar.com](mailto:arnold.torres@daystar.com)

With a copy (which copy shall not constitute notice) to:

Robert L. Olender  
Koerner & Olender P.C.  
11913 Grey Hollow Ct.  
N. Bethesda, MD 20852  
Facsimile: (301) 468-3343  
E-mail: [rolender.law@comcast.net](mailto:rolender.law@comcast.net)

And a copy (which copy shall not constitute notice) to:

John T. Lynch, IV  
Adams, Lynch & Loftin, P.C.  
3950 State Highway 360  
Grapevine, TX 76051  
Facsimile: (817) 328-2942  
E-mail: [jtl@all-lawfirm.com](mailto:jtl@all-lawfirm.com)

**8.4 Risk of Loss.**

(a) The risk of loss or damage to the Station Assets or impairment of the FCC Licenses by force majeure or for any other reason between the Effective Date and the Closing Date shall be borne by Seller. Seller shall take all commercially reasonable steps to repair, replace and restore such asset as soon as possible after any loss or damage, it being understood that all insurance proceeds shall be applied to or reserved for such replacement, restoration, or repair.

(b) In the case of any damage or destruction to the Station Assets or impairment of the FCC Licenses, or if the Station has ceased broadcasting or been broadcasting at a reduced power level for more than forty-eight (48) hours, if full repair, replacement or restoration to or of all material Station Assets and/or FCC Licenses or restoration of the Station's broadcast service has not been made or achieved on or before the Closing Date, then Buyer may at its sole option (i) consummate the Transaction contemplated at Closing, in which event Seller shall assign to Buyer all of Seller's rights under any applicable insurance policies and pay to

Buyer the deductible under such insurance policies in full satisfaction of all of Seller's obligations with respect to such damage, destruction or impairment, or (ii) postpone the Closing for up to 90 days, at the conclusion of which period of postponement Buyer may terminate this Agreement if the Station as not been restored to its normal power level or if there has not been a full repair, replacement or restoration of the damaged Station Asset(s) or impaired FCC Licenses (with the understanding that Buyer shall be obligated to provide such notice within five (5) days after expiration of such 90-day period, and Buyer's failure to provide such notice timely shall constitute a waiver of Buyer's right to terminate this Agreement). Any termination of this Agreement under this Section shall be without any Party having any liability to the other. In the event that this Agreement is not terminated by Buyer within five days after the expiration of the 90-day period as provided in this Section 8.4(b), Buyer shall consummate the Transaction, accept the Station Assets and FCC Licenses in their then current condition, and at Closing, and, in full satisfaction of all of Seller's obligations with respect to such damage, destruction or impairment, Seller shall assign to Buyer all of Seller's rights under any applicable insurance policies (subject to any of such rights that have been used or affected by Buyers efforts to restore the normal power level) and pay to Buyer the balance of the unpaid deductible under such insurance policies that has not been used by Buyer in attempting to restore the normal power level.

**8.5 Construction.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. References to Sections shall be deemed references to Sections of this Agreement unless otherwise expressly indicated.

**8.6 Assignment; Binding Effect.** Neither Operator nor Licensee may assign this Agreement or any of its respective rights, interests, privileges, duties or obligations under this Agreement without the express prior written approval of the Seller. Seller may not assign this Agreement or any of its respective rights, interests, privileges, duties or obligations under this Agreement without the express prior written approval of Licensee and Operator. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their successors and permitted assigns.

**8.7 Amendment; Waiver.** This Agreement may be amended or modified only by a written instrument signed by all Parties. No provisions of this Agreement may be waived except by an instrument in writing signed by the Party sought to be bound, which waiver shall specify the provision being waived. No failure or delay by any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

**8.8 Entire Agreement.** This Agreement (including the Schedules hereto), the Buyer Agreements and the Seller Agreements constitute the entire understanding among the Parties relating to the subject matter hereof or thereof, and supersede all prior agreements and undertakings, both written and oral, between or among the Parties with respect to the subject matter hereof except as otherwise expressly provided herein or therein. No promises, covenants or representations of any character or nature other than those expressly stated herein have been

made to induce a Party to enter into this Agreement. This Agreement, including this provision against oral modifications, may be modified only by a document executed by the Parties.

**8.9 Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, to any extent, be invalid or unenforceable by any court or governmental authority of competent jurisdiction, the remainder of this Agreement or the application to other persons and circumstances shall not be affected thereby and each term and provision hereof shall be enforced to the fullest extent permitted by law.

**8.10 Counterparts.** This Agreement may be executed in multiple counterparts (including by means of facsimile or electronic mail), with the same force and effect as if all the signatures thereto appeared on the same instrument.

**8.11 Bulk Transfer.** The Parties hereby waive compliance with the Bulk Transfer provisions of the Uniform Commercial Code and all similar laws. Each Party transferring assets hereunder shall indemnify and hold harmless the Party receiving such assets from and against any and all liabilities which may be asserted against the receiving Party as a result of noncompliance with any such Bulk Transfer provisions.

**8.12 No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, this Agreement is for the sole benefit of the Parties hereto and their permitted assigns (after any permitted assignment) and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

*[The Next Page is the Signature Page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the day and year first above written.

**TENNESSEE TV, LLC**

By:   
Name: David A. Hanna  
Title: President

**WMAK TV, LLC**

By:   
Name: David A. Hanna  
Title: President

**WORD OF GOD FELLOWSHIP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the day and year first above written.

**TENNESSEE TV, LLC**

By: \_\_\_\_\_  
Name: David A. Hanna  
Title: President

**WMAK TV, LLC**

By: \_\_\_\_\_  
Name: David A. Hanna  
Title: President

**WORD OF GOD FELLOWSHIP, INC.**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Operator Note**

## PROMISSORY NOTE

\$200,000.00

**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 [REDACTED], 2012 ("Effective Date")

**BORROWER:** Tennessee TV, LLC, a Virginia limited liability company ("Borrower")

**BORROWER'S ADDRESS FOR NOTICE:** Tennessee TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna

**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 Hundred Thousand and No/100 Dollars (\$200,000.00) ("Loan")

**NOTE RATE:** The Loan shall bear interest on the outstanding principal amount thereof at a fixed rate of six percent (6.0%) 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 monthly as it accrues, with the first such monthly interest payment being due and payable on the 5th day of \_\_\_\_\_, 2012 and a like payment of interest being due on the 5th day of each month thereafter through and including the Change Date. The "Change Date" is the 5th day of the first calendar month following first anniversary of the Effective Date.
2. Commencing on and continuing after the Change Date, installment payments of principal in the amount of One Thousand Two Hundred Dollars (\$1,200.00) each, together with interest, as it accrues, on the unpaid outstanding principal balance of the indebtedness represented by this Note, shall be due and payable monthly, with the first such monthly payment being due and payable on the Change Date and a like payment being due monthly on the 5<sup>th</sup> day of each month 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.

**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 WMAK TV, LLC, a Virginia limited liability company ("Licensee") by which Licensee 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, Licensee and Lender regarding the purchase of assets by Borrower and Licensee 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 (i) 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, and (ii) 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, any member of Borrower (each being a "Member") or Licensee 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 thirty (30) days after Borrower receives written notice thereof; provided, however that Lender shall not be required to give and 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), (h), (i), (j), (k) (l) and/or (m) 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 Licensee contained in any of the Loan Documents, or in any other document delivered by Borrower, a Member or Licensee 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 Licensee: (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) 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; (iii) 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 (iv) voluntarily become a party to any proceeding other than as describing in paragraphs (i) through (iii) 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 any Member.

(i) The complete cessation or interruption of broadcast of the Station's signal for any reason, other than force majeure, ("Signal Interruption") that continues for more than six (6) consecutive months. The term "Station" means the television station identified as WMAK(TV), Knoxville, Tennessee (FCC Facility ID Number 83931).

(j) The failure or refusal of Operator to provide written notice of the existence of a Signal Interruption to Lender within ten (10) business days of the occurrence of any Signal Interruption.

(k) The failure or refusal of Operator to comply with applicable FCC rules concerning the Station's operation at variance from its licensed parameters, including without limitation, filing such notices or forms with the FCC that are required under applicable FCC rules from the Station's owner or operator in the event of a Signal Interruption for continuation of the FCC Licenses.

(l) The occurrence of a default under that certain Promissory Note in the original principal amount of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00) executed by Licensee and made payable to Lender of even date herewith ("Licensee Note") or any of the security agreements and other loan documents executed by Licensee or any Member in connection with such Licensee Note ("Licensee Loan Documents"), subject to the notice and cure period, if any, expressly provided for Licensee in such Licensee Note and/or Licensee Loan Documents.

(m) The occurrence of a default with respect to any of the obligations of Borrower or Licensee 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 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; provided, however, that such transfer shall not become effective under this Note upon Borrower with respect to any transferee or participant until the fifteenth (15<sup>th</sup>) day after written notice to Borrower of such transfer and the name, address and interest of such transferee or participant. 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 permissible 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: Tennessee TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna  
Facsimile: (757) 726-0136

With a copy (which copy shall not constitute notice) to:

Mark J. Prak  
Elizabeth Spainhour  
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.  
P.O. Box 1800 (ZIP 27602)  
150 Fayetteville Street  
Suite 1600, Wells Fargo Capitol Center  
Raleigh, NC 27601  
Facsimile: (919) 839-0304  
E-Mail: mprak@brookspierce.com  
espainhour@brookspierce.com

If to Lender: Word of God Fellowship, Inc.  
3901 Highway 121  
Bedford, TX 76021  
ATTN: Arnold Torres  
Facsimile: (817) 571-0239  
E-mail: arnold.torres@daystar.com

With a copy (which copy shall not constitute notice) to:

Robert L. Olender  
Koerner & Olender P.C.  
11913 Grey Hollow Ct.  
N. Bethesda, MD 20852  
Facsimile: (301) 468-44333343  
E-mail: rolender.law@comcast.net

And a copy (which copy shall not constitute notice) to:

John T. Lynch, IV  
Adams, Lynch & Loftin, P.C.  
3950 State Highway 360  
Grapevine, TX 76051  
Facsimile: (817) 328-2942  
E-mail: jtl@all-lawfirm.com

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.

**BORROWER'S SIGNATURE:**

Tennessee TV, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
David A. Hanna  
President

**Exhibit B**  
**Operator Guaranty**

## GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT** ("Guaranty") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by Guarantor (as hereinafter defined) for the benefit of Lender (as hereinafter defined).

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

(a) The term "Lender" shall mean **WORD OF GOD FELLOWSHIP, INCORPORATED** d/b/a Daystar Television Network, a Georgia non-profit corporation, whose address for notice purposes is the following:

Attn: Arnold Torres, Business Administrator  
3901 Highway 121  
Bedford, Texas 76021

(b) The term "Borrower" (whether one or more) shall mean the following:

**WMAK TV, LLC**, a Virginia limited liability company

(c) The term "Guarantor" shall mean **Tennessee TV, LLC**, a Virginia limited liability company, whose address for notice purposes is the following:

Tennessee TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna

(d) The term "Guaranteed Indebtedness" shall mean (i) all principal indebtedness owing by Borrower to Lender now existing or hereafter arising under or evidenced by that one certain Promissory Note ("Note") dated effective \_\_\_\_\_, 2012, in the original principal amount of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00), executed by Borrower and payable to the order of Lender, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Borrower to Lender under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above (collectively, the "Loan Documents"), (iv) all costs and expenses incurred by Lender 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.

2. Obligations. As an inducement to Lender to extend or continue to extend credit and other financial accommodations to Borrower, Guarantor, for value received, does hereby unconditionally and absolutely guarantee the prompt and full payment and performance of the Guaranteed Indebtedness when due or declared to be due and at all times thereafter.

3. Character of Obligations.

(a) This is an absolute, continuing and unconditional guaranty of payment and not of collection. This Guaranty and the Guarantor's obligations hereunder are irrevocable. All of the Guaranteed Indebtedness shall be conclusively presumed to have been made or acquired in acceptance hereof. Guarantor shall be liable, jointly and severally, with Borrower and any other guarantor of all or any part of the Guaranteed Indebtedness.

(b) Lender may, at its sole discretion and without impairing its rights hereunder, (i) apply any payments on the Guaranteed Indebtedness that Lender receives from Borrower or any other source other than Guarantor to that portion of the Guaranteed Indebtedness, if any, not guaranteed hereunder, and (ii) apply any proceeds it receives as a result of the foreclosure or other realization on any collateral for the Guaranteed Indebtedness to that portion, if any, of the Guaranteed Indebtedness not guaranteed hereunder or to any other indebtedness secured by such collateral.

(c) Guarantor agrees that its obligations hereunder shall not be released, diminished, impaired, reduced or affected by the existence of any other guaranty or the payment by any other guarantor of all or any part of the Guaranteed Indebtedness and, in the event Paragraph 2 above partially limits Guarantor's obligations under this

Guaranty, Guarantor's obligations hereunder shall continue until Lender has received payment in full of the Guaranteed Indebtedness.

(d) Guarantor's obligations hereunder shall not be released, diminished, impaired, reduced or affected by, nor shall any provision contained herein be deemed to be a limitation upon, any of the following resulting from any mutual agreement or consent between Lender and Borrower: (i) the amount of credit which Lender may extend to Borrower, (ii) the number of transactions between Lender and Borrower, or (iii) payments by Borrower to Lender or Lender's allocation of payments by Borrower.

(e) Subject to the terms of the Loan Documents, without further authorization from or notice to Guarantor, Lender may compromise, accelerate, or otherwise alter the time or manner for the payment of the Guaranteed Indebtedness, increase or reduce the rate of interest thereon, or release or add any one or more guarantors or endorsers, or allow substitution of or withdrawal of collateral or other security and release collateral and other security or subordinate the same.

4. Representations and Warranties. Guarantor hereby represents and warrants the following to Lender:

(a) This Guaranty may reasonably be expected to benefit, directly or indirectly, Guarantor, and (i) if Guarantor is a corporation, the Board of Directors of Guarantor has determined that this Guaranty may reasonably be expected to benefit, directly or indirectly, Guarantor, (ii) if Guarantor is a partnership, the requisite number of its partners have determined that this Guaranty may reasonably be expected to benefit, directly or indirectly, Guarantor, or (iii) if Guarantor is a limited liability company, the members of Guarantor have determined that this Guaranty may reasonably be expected to benefit, directly or indirectly, Guarantor;

(b) Guarantor is familiar with, and has independently reviewed the books and records regarding, the financial condition of Borrower and is familiar with the value of any and all collateral intended to be security for the payment of all or any part of the Guaranteed Indebtedness; provided, however, Guarantor is not relying on such financial condition or collateral as an inducement to enter into this Guaranty;

(c) Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition of Borrower and Guarantor is not relying on Lender to provide such information to Guarantor either now or in the future;

(d) Guarantor has the power and authority to execute, deliver and perform this Guaranty and any other agreements executed by Guarantor contemporaneously herewith, and the execution, delivery and performance of this Guaranty and any other agreements executed by Guarantor contemporaneously herewith do not and will not violate (i) any agreement or instrument to which Guarantor is a party, (ii) any law, rule, regulation or order of any governmental authority to which Guarantor is subject, or (iii) its articles or certificate of incorporation or bylaws, if Guarantor is a corporation, or its partnership agreement, if Guarantor is a partnership, or its articles of organization or operating agreement, if Guarantor is a limited liability company; and

(e) Neither Lender nor any other party has made any representation, warranty or statement to Guarantor in order to induce Guarantor to execute this Guaranty.

5. Covenants. Guarantor hereby covenants and agrees with Lender as follows:

(a) Guarantor shall comply with all terms and provisions of the Loan Documents that apply to Guarantor; and

(b) Guarantor shall promptly inform Lender of (i) any litigation or governmental investigation against Guarantor or affecting any security for all or any part of the Guaranteed Indebtedness or this Guaranty which, if determined adversely, might have a material adverse effect upon the financial condition of Guarantor or upon such security or might cause an Event of Default under the Note, and (ii) any material adverse change in the financial condition of Guarantor.

6. Consent and Waiver.

(a) Subject to the terms of the Loan Documents, Guarantor waives (i) promptness, diligence and notice of acceptance of this Guaranty and notice of the incurring of any obligation, indebtedness or liability to which this Guaranty applies or may apply and waives presentment for payment, notice of nonpayment, protest, demand, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, diligence in enforcement and indulgences of

every kind, and (ii) the taking of any other action by Lender, including without limitation giving any notice of default or any other notice to, or making any demand on, Borrower, any other guarantor of all or any part of the Guaranteed Indebtedness or any other party. The foregoing waiver by Guarantor in this Section 6(a) shall not be construed or deemed a waiver or limitation of Borrower's right, if any, to notice and opportunity to cure any default that is expressly provided to Borrower in the Loan Documents.

(b) Guarantor waives any rights Guarantor has under, or any requirements imposed by, Chapter 34 of the Texas Business and Commerce Code, as in effect on the date of this Guaranty or as it may be amended from time to time.

(c) Subject to the terms of the Loan Documents, Lender may at any time, without the consent of or notice to Guarantor, without incurring responsibility to Guarantor and without impairing, releasing, reducing or affecting the obligations of Guarantor hereunder: (i) change the manner, place or terms of payment of all or any part of the Guaranteed Indebtedness, or renew, extend, modify, rearrange or alter all or any part of the Guaranteed Indebtedness; (ii) sell, exchange, release, surrender, subordinate, realize upon or otherwise deal with in any manner and in any order any collateral for all or any part of the Guaranteed Indebtedness or this Guaranty or setoff against all or any part of the Guaranteed Indebtedness; (iii) neglect, delay, omit, fail or refuse to take or prosecute any action for the collection of all or any part of the Guaranteed Indebtedness or this Guaranty or to take or prosecute any action in connection with any of the Loan Documents; (iv) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (v) settle or compromise all or any part of the Guaranteed Indebtedness and subordinate the payment of all or any part of the Guaranteed Indebtedness to the payment of any obligations, indebtedness or liabilities which may be due or become due to Lender or others; (vi) apply any deposit balance, fund, payment, collections through process of law or otherwise or other collateral of Borrower to the satisfaction and liquidation of the indebtedness or obligations of Borrower to Lender not guaranteed under this Guaranty; and (vii) apply any sums paid to Lender by Guarantor, Borrower or others to the Guaranteed Indebtedness in such order and manner as Lender, in its sole discretion, may determine.

(d) Should Lender seek to enforce the obligations of Guarantor hereunder by action in any court or otherwise, Guarantor waives any requirement, substantive or procedural, that (i) Lender first enforce any rights or remedies against Borrower or any other person or entity liable to Lender for all or any part of the Guaranteed Indebtedness, including without limitation that a judgment first be rendered against Borrower or any other person or entity, or that Borrower or any other person or entity should be joined in such cause, or (ii) Lender first enforce rights against any collateral which shall ever have been given to secure all or any part of the Guaranteed Indebtedness or this Guaranty. Such waiver shall be without prejudice to Lender's right, at its option, to proceed against Borrower or any other person or entity, whether by separate action or by joinder.

(e) No payment by GUARANTOR of any indebtedness or liability to or on behalf of Borrower shall entitle GUARANTOR, by subrogation, contribution, reimbursement or otherwise to any rights against BORROWER prior to the payment to LENDER of all BORROWER's indebtedness and liability.

#### 7. Obligations Not Impaired.

(a) Guarantor agrees that its obligations hereunder shall not be released, diminished, impaired, reduced or affected by the occurrence of any one or more of the following events: (i) the death, disability or lack of corporate power of Borrower, Guarantor or any other guarantor of all or any part of the Guaranteed Indebtedness, (ii) any receivership, insolvency, bankruptcy or other proceedings affecting Borrower, Guarantor or any other guarantor of all or any part of the Guaranteed Indebtedness, or any of their respective property; (iii) the partial or total release or discharge, other than by actual payment in full, of Borrower or any other guarantor of all or any part of the Guaranteed Indebtedness, or any other person or entity from the performance of any obligation contained in any instrument or agreement evidencing, governing or securing all or any part of the Guaranteed Indebtedness, whether occurring by reason of law or otherwise; (iv) the taking or accepting of any collateral for all or any part of the Guaranteed Indebtedness or this Guaranty; (v) the taking or accepting of any other guaranty for all or any part of the Guaranteed Indebtedness; (vi) any failure by Lender to acquire, perfect or continue any lien or security interest on collateral securing all or any part of the Guaranteed Indebtedness or this Guaranty; (vii) the impairment of any collateral securing all or any part of the Guaranteed Indebtedness or this Guaranty; (viii) any failure by Lender to sell any collateral securing all or any part of the Guaranteed Indebtedness or this Guaranty in a commercially reasonable manner or as otherwise required by law; or (ix) any invalidity or unenforceability of or defect or deficiency in any of the Loan Documents.

(b) This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of all or any part of the Guaranteed Indebtedness is rescinded or must otherwise be returned by Lender upon the insolvency, bankruptcy or reorganization of Borrower, Guarantor, any other guarantor of all or any part of the Guaranteed Indebtedness, or otherwise, all as though such payment had not been made.

(c) In the event Borrower is a corporation, joint stock association or partnership, or is hereafter incorporated, none of the following shall affect Guarantor's liability hereunder: (i) the unenforceability of all or any part of the Guaranteed Indebtedness against Borrower by reason of the fact that the Guaranteed Indebtedness exceeds the amount permitted by law; (ii) the act of creating all or any part of the Guaranteed Indebtedness is ultra vires; or (iii) the officers or partners creating all or any part of the Guaranteed Indebtedness acted in excess of their authority. Guarantor hereby acknowledges that withdrawal from, or termination of, any ownership interest in Borrower now or hereafter owned or held by Guarantor shall not alter, affect or in any way limit the obligations of Guarantor hereunder.

8. Actions Against Guarantor. Subject to the terms of the Loan Documents, in the event of a default in the payment or performance of all or any part of the Guaranteed Indebtedness when such Guaranteed Indebtedness becomes due, whether by its terms, by acceleration or otherwise, Guarantor shall, without notice or demand, promptly pay the amount due thereon to Lender, in lawful money of the United States, at Lender's address set forth in Subparagraph 1(a) above. One or more successive or concurrent actions may be brought against Guarantor, either in the same action in which Borrower is sued or in separate actions, as often as Lender deems advisable. The exercise by Lender of any right or remedy under this Guaranty or under any other agreement or instrument, at law, in equity or otherwise, shall not preclude concurrent or subsequent exercise of any other right or remedy. The books and records of Lender shall be admissible as evidence in any action or proceeding involving this Guaranty and shall be prima facie evidence of the payments made on, and the outstanding balance of, the Guaranteed Indebtedness.

9. Payment by Guarantor. Whenever Guarantor pays any sum which is or may become due under this Guaranty, written notice must be delivered to Lender contemporaneously with such payment. Such notice shall be effective for purposes of this paragraph when contemporaneously with such payment Lender receives such notice either by: (a) personal delivery to the address and designated department of Lender identified in Subparagraph 1(a) above, or (b) United States mail, certified or registered, return receipt requested, postage prepaid, addressed to Lender at the address shown in Subparagraph 1(a) above. In the absence of such notice to Lender by Guarantor in compliance with the provisions hereof, any sum received by Lender on account of the Guaranteed Indebtedness shall be conclusively deemed paid by Borrower.

10. Notice of Sale. In the event that Guarantor is entitled to receive any notice under the Uniform Commercial Code, as it exists in the state governing any such notice, of the sale or other disposition of any collateral securing all or any part of the Guaranteed Indebtedness or this Guaranty, reasonable notice shall be deemed given when such notice is deposited in the United States mail, postage prepaid, at the address for Guarantor set forth in Subparagraph 1(c) above, ten (10) days prior to the date any public sale, or after which any private sale of any such collateral is to be held; provided, however, that notice given in any other reasonable manner or at any other reasonable time not less than ten (10) days in advance shall be sufficient. No statement or provision in this Paragraph 10, in and of itself, shall be construed or interpreted as (i) granting or entitling Guarantor to any such notice, or (ii) constituting a waiver or cancellation of any waiver of notice contained elsewhere in this Guaranty or in any other Loan Document.

11. Waiver by Lender. No delay on the part of Lender in exercising any right hereunder or failure to exercise the same shall operate as a waiver of such right. In no event shall any waiver of the provisions of this Guaranty be effective unless the same be in writing and signed by an officer of Lender, and then only in the specific instance and for the purpose given.

12. Successors and Assigns. This Guaranty is for the benefit of Lender, its successors and assigns. This Guaranty is binding upon Guarantor and Guarantor's successors, including without limitation any person or entity obligated by operation of law upon the reorganization, merger, consolidation or other change in the organizational structure of Guarantor.

13. Costs and Expenses. Guarantor shall pay on demand by Lender all costs and expenses, including without limitation all reasonable attorneys' fees, incurred by Lender in connection with the enforcement and/or collection of this Guaranty. This covenant shall survive the payment of the Guaranteed Indebtedness.

14. Severability. If any provision of this Guaranty 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 Guaranty and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

15. No Obligation. Nothing contained herein shall be construed as an obligation on the part of Lender to extend or continue to extend credit to Borrower.

16. Amendment. No modification or amendment of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall be effective unless the same shall be in writing and signed by an officer of Lender, and then shall be effective only in the specific instance and for the purpose for which given.

17. Cumulative Rights. All rights and remedies of Lender hereunder are cumulative of each other and of every other right or remedy which Lender may otherwise have at law or in equity or under any instrument or agreement, 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.

18. Governing Law, Venue. This Guaranty is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Guaranty. In the event of a dispute involving this Guaranty 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.

19. Compliance with Applicable Usury Laws. Notwithstanding any other provision of this Guaranty or of any instrument or agreement evidencing, governing or securing all or any part of the Guaranteed Indebtedness, Guarantor and Lender by its acceptance hereof agree that Guarantor shall never be required or obligated to pay interest in excess of the maximum non-usurious interest rate as may be authorized by applicable law for the written contracts which constitute the Guaranteed Indebtedness. It is the intention of Guarantor and Lender to conform strictly to the applicable laws which limit interest rates, and any of the aforesaid contracts for interest, if and to the extent payable by Guarantor, shall be held to be subject to reduction to the maximum non-usurious interest rate allowed under said law.

20. Gender. Within this Guaranty, words of any gender shall be held and construed to include the other gender.

21. Captions. The headings in this Guaranty are for convenience only and shall not define or limit the provisions hereof.

22. Irrevocability. Guarantor understands and agrees that this Guaranty is irrevocable.

23. Set-off Rights. Guarantor shall have the right to exercise the same rights of set-off that are expressly granted to Borrower in the Note and such right of set-off may be exercised by Guarantor notwithstanding any contrary provision of this Guaranty.

EXECUTED as of the date first above written.

**GUARANTOR:**

Tennessee TV, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
David A. Hanna  
President

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**Exhibit C**  
**Operator Security Agreement**

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** ("Agreement") is made as of the [REDACTED] day of [REDACTED], 2012, by Tennessee TV, LLC, a Virginia 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 220 Salters Creek Road, Hampton, VA 23661 and whose employer identification number is [REDACTED], 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 used or useful in the operations of the Station 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 with respect to the Station, 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 marks, goodwill, licenses, domain names, web content and all other intellectual property owned by Debtor or used in Debtor's business with respect to the Station, excluding the FCC Licenses, now or hereafter owned by or held on behalf of Licensee.
- (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 [REDACTED], 2012, in the original principal amount of Two Hundred Thousand Dollars (\$200,000.00) ("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 WMAK TV, LLC, a Virginia limited liability company ("Licensee"), and Knoxville TV Holdings, LLC, a Virginia limited liability company ("Obligor 1").

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

(h) The term "FCC Licenses" means all of the licenses, permits or authorizations, including but not limited to the television station license, antenna relay service, broadcast auxiliary license, earth station registration, business radio, microwave or special safety radio service license, issued by the FCC for the operation of the Station 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 "Station" means the television station identified as WMAK(TV), Knoxville, Tennessee (FCC Facility ID Number 83931).

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, 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 Operator 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 with respect to the Station 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").

(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, if any, 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 expressly authorizes Secured Party, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, to terminate 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 reasonably 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, if any, to be valid and enforceable and will, to the extent practicable, 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.

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. After the occurrence of an Event of Default has occurred and while such Event of Default is continuing, Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with authority to act in the name, place and stead of Debtor to take any of the following actions: (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.

(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 Licensee 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; 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.

(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. Neither Debtor's nor Secured Party's rights and obligations hereunder may be assigned or otherwise transferred without the prior written consent of the other 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. 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, 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 only 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:**

TENNESSEE TV, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: David A. Hanna  
Its: President

**SECURED PARTY:**

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

By: \_\_\_\_\_  
Name: Marcus Lamb  
Title: President

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**SCHEDULE 1  
TO  
SECURITY AGREEMENT  
DATED [REDACTED], 2012  
BY AND BETWEEN  
WORD OF GOD FELLOWSHIP, INCORPORATED  
AND  
TENNESSEE TV, LLC**

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

[Insert main studio address where assets will be located.]

**EXHIBIT A  
TO  
SECURITY AGREEMENT  
DATED [REDACTED], 2012  
BY AND BETWEEN  
WORD OF GOD FELLOWSHIP, INCORPORATED  
AND  
TENNESSEE TV, LLC**

Station Equipment (see attached, Schedule 1.1.1(a)(i) of the Purchase Agreement executed \_\_\_\_\_ [REDACTED], 2012, between the parties and updated from time to time)

Station Accounts Receivable (as defined in the Purchase Agreement executed \_\_\_\_\_ [REDACTED], 2012, between the parties)

Station General Intangibles (see attached, Schedule 1.1.1(a)(v) of the Purchase Agreement executed \_\_\_\_\_ [REDACTED], 2012, between the parties and updated from time to time)

**Exhibit D**  
**Licensee Note**

## PROMISSORY NOTE

\$2,450,000.00

**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 [REDACTED], 2012 ("Effective Date")

**BORROWER:** WMAK TV, LLC, a Virginia limited liability company ("Borrower")

**BORROWER'S ADDRESS FOR NOTICE:** WMAK TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna

**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 Four Hundred Fifty Thousand Dollars (\$2,450,000.00) ("Loan")

**NOTE RATE:** The Loan shall bear interest on the outstanding principal amount thereof at a fixed rate of six percent (6.0%) 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 monthly as it accrues, with the first such monthly interest payment being due and payable on the 5th day of \_\_\_\_\_, 2012 and a like payment of interest being due on the 5th day of each month thereafter through and including the Change Date. The "Change Date" is the 5th day of the first calendar month following first anniversary of the Effective Date.
2. Commencing on and continuing after the Change Date, installment payments of principal in the amount of Eight Thousand Eight Hundred and No 1/100ths Dollars (\$8,800.00) each, together with interest, as it accrues, on the unpaid outstanding principal balance of the indebtedness represented by this Note, shall be due and payable monthly, with the first such monthly payment being due and payable on the Change Date and a like payment being due monthly on the 5<sup>th</sup> day of each month 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 by Borrower contemporaneously with this Note.

**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 Tennessee TV, LLC, a Virginia limited liability company ("Operator") by which Operator guarantees the prompt and full payment and performance of the indebtedness represented by 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, Operator and Lender regarding the purchase of assets by Borrower and Operator 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 6, 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, 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 (i) 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, and (ii) 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, any member of Borrower (each being a "Member") or Operator 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 thirty (30) days after Borrower receives written notice thereof; provided, however that Lender shall not be required to give and 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), (h), (i), (j), (k), (l) and/or (m) 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 Operator contained in any of the Loan Documents, or in any other document delivered by Borrower, a Member or Operator 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 Operator: (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) 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; (iii) 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 (iv) voluntarily become a party to any proceeding other than as describing in paragraphs (i) through (iii) 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 any Member.

(i) The complete cessation or interruption of broadcast of the Station's signal for any reason, other than force majeure, ("Signal Interruption") that continues for more than six (6) consecutive months. The term "Station" means the television station identified as WMAK(TV), Knoxville, Tennessee (FCC Facility ID Number 83931).

(j) The failure or refusal of Operator to provide written notice of the existence of a Signal Interruption to Lender within ten (10) business days of the occurrence of any Signal Interruption

(k) The failure or refusal of Operator to comply with applicable FCC rules concerning the Station's operation at variance from its licensed parameters, including without limitation, filing such notices or forms with the FCC that are required under applicable FCC rules from the Station's owner or operator in the event of a Signal Interruption for continuation of the FCC Licenses.

(l) The occurrence of a default under that certain Promissory Note in the original principal amount of Two Hundred Thousand Dollars (\$200,000.00) executed by Operator and made payable to Lender of even date herewith ("Operator Note") or any of the security agreements and other loan documents executed by Operator or any Member in connection with such Operator Note ("Operator Loan Documents"), subject to the notice and cure period, if any, expressly provided for Operator in such Operator Note and/or Operator Loan Documents.

(m) The occurrence of a default with respect to any of the obligations of Borrower or Operator 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 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; provided, however, that such transfer shall not become effective under this Note upon Borrower with respect to any transferee or participant until the fifteenth (15<sup>th</sup>) day after written notice to Borrower of such transfer and the name, address and interest of such transferee or participant. 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 permissible 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: WMAK TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna  
Facsimile: (757) 726-0136

With a copy (which copy shall not constitute notice) to:

Mark J. Prak  
Elizabeth Spainhour  
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.  
P.O. Box 1800 (ZIP 27602)  
150 Fayetteville Street  
Suite 1600, Wells Fargo Capitol Center  
Raleigh, NC 27601  
Facsimile: (919) 839-0304  
E-Mail: mprak@brookspierce.com  
espainhour@brookspierce.com

If to Lender: Word of God Fellowship, Inc.  
3901 Highway 121  
Bedford, TX 76021  
ATTN: Arnold Torres  
Facsimile: (817) 571-0239  
E-mail: arnold.torres@daystar.com

With a copy (which copy shall not constitute notice) to:

Robert L. Olender  
Koerner & Olender P.C.  
11913 Grey Hollow Ct.  
N. Bethesda, MD 20852  
Facsimile: (301) 468-44333343  
E-mail: rolender.law@comcast.net

And a copy (which copy shall not constitute notice) to:

John T. Lynch, IV  
Adams, Lynch & Loftin, P.C.  
3950 State Highway 360  
Grapevine, TX 76051  
Facsimile: (817) 328-2942  
E-mail: jtl@all-lawfirm.com

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.

**BORROWER'S SIGNATURE:**

WMAK TV, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
David A. Hanna  
President

**Exhibit E**  
**Pledge and Security Agreement**

## PLEDGE AND SECURITY AGREEMENT

**THIS PLEDGE AND SECURITY AGREEMENT** ("Agreement") is made as of the [REDACTED] day of [REDACTED], 2012, by Knoxville TV Holdings, LLC, a Virginia limited liability company, whose principal place of business and chief executive office (as those terms are used in the Code) is located at 220 Salters Creek Road, Hampton, Virginia 23661 and whose tax identification number is [REDACTED] (hereinafter collectively called "Debtor", whether one or more) 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 WMAK TV, LLC, a Virginia limited liability company whose tax identification number is [REDACTED].
  - (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 property of Obligor specifically described on Schedule A attached hereto and made a part hereof. The term Collateral, as used herein, shall also include (i) all certificates, instruments and/or other documents evidencing the foregoing, (ii) all renewals, replacements and substitutions of all of the foregoing, (iii) all Additional Property (as hereinafter defined), and (iv) all PRODUCTS and PROCEEDS of all of the foregoing. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property. The delivery at any time by Debtor to Secured Party of any property as a pledge to secure payment or performance of any indebtedness or obligation whatsoever shall also constitute a pledge of such property as Collateral hereunder.
  - (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, under or pursuant to that one certain promissory note ("Licensee Note") dated [REDACTED] [REDACTED], 2012, in the original principal amount of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00) executed by Obligor and payable to the order of Secured Party and that one certain promissory note ("Operator Note") dated [REDACTED] [REDACTED], 2012, in the original principal amount of Two Hundred Thousand Dollars (\$200,000.00) executed by Tennessee TV, LLC ("Operator") 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 Debtor, Operator and/or 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 any party other than Obligor who provides security for, guarantees and/or is otherwise obligated to pay all or any portion of the Indebtedness.
  - (g) The term "FCC" means the Federal Communications Commission, or any governmental agency succeeding to the functions thereof.
  - (h) The term "FCC Licenses" means all of the licenses, permits or authorizations issued by the FCC for the operation of the Station, including but not limited to the television station license, antenna relay service, broadcast auxiliary license, earth station registration, business radio, microwave or special safety radio service license, issued by the FCC for the operation of the Station 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 "Station" means the television station identified as WMAK(TV), Knoxville, Tennessee (FCC Facility ID Number 83931).

All words and phrases used herein which are expressly defined in Section 1.201, Chapter 8 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, Chapter 8 or Chapter 9 of the Code.

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

3. Additional Property. Collateral shall also include the following property (collectively, the "Additional Property") which Debtor becomes entitled to receive or shall receive in connection with any other Collateral: (a) any stock certificate, including without limitation, any certificate representing a stock dividend or any certificate in connection with any recapitalization, reclassification, merger, consolidation, conversion, sale of assets, combination of shares, stock split or spin-off; (b) any option, warrant, subscription or right, whether as an addition to or in substitution of any other Collateral; (c) any dividends or distributions of any kind whatsoever, whether distributable in cash, stock or other property; and (d) any conversion or redemption proceeds; provided, however, that until the occurrence of an Event of Default (as hereinafter defined), Debtor shall be entitled to all cash dividends and all interest paid on the Collateral (except interest paid on any certificate of deposit pledged hereunder) free of the security interest created under this Agreement. All Additional Property received by Debtor shall be received in trust for the benefit of Secured Party. All Additional Property and all certificates or other written instruments or documents evidencing and/or representing the Additional Property that is received by Debtor, together with such instruments of transfer as Secured Party may request, shall immediately be delivered to or deposited with Secured Party and held by Secured Party as Collateral under the terms of this Agreement. If the Additional Property received by Debtor shall be shares of stock or other securities, such shares of stock or other securities shall be duly endorsed in blank or accompanied by proper instruments of transfer and assignment duly executed in blank with, if requested by Secured Party, signatures guaranteed by a bank or member firm of the New York Stock Exchange, all in form and substance satisfactory to Secured Party. Secured Party shall be deemed to have possession of any Collateral in transit to Secured Party or its agent.

4. Omitted Intentionally

5. Maintenance of Collateral. Other than the exercise of reasonable care to assure the safe custody of any Collateral in Secured Party's possession from time to time, Secured Party does not have any obligation, duty or responsibility with respect to the Collateral. Without limiting the generality of the foregoing, Secured Party shall not have any obligation, duty or responsibility to do any of the following: (a) ascertain any maturities, calls, conversions, exchanges, offers, tenders or similar matters relating to the Collateral or informing Debtor with respect to any such matters; (b) fix, preserve or exercise any right, privilege or option (whether conversion, redemption or otherwise) with respect to the Collateral unless (i) Debtor makes written demand to Secured Party to do so, (ii) such written demand is received by Secured Party in sufficient time to permit Secured Party to take the action demanded in the ordinary course of its business, and (iii) Debtor provides additional collateral, acceptable to Secured Party in its sole discretion; (c) collect any amounts payable in respect of the Collateral (Secured Party being liable to account to Debtor only for what Secured Party may actually receive or collect thereon); (d) sell all or any portion of the Collateral to avoid market loss; (e) sell all or any portion of the Collateral unless and until (i) Debtor makes written demand upon Secured Party to sell the Collateral, and (ii) Debtor provides additional collateral, acceptable to Secured Party in its sole discretion; or (f) hold the Collateral for or on behalf of any party other than Debtor.

6. Representations and Warranties. 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 limited liability company action of Debtor.

(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 and tax identification number of each Debtor and Obligor are correctly shown in the first paragraph and Section 1(a) hereof.

(c) Enforceability. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor and Obligor, respectively, 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. Debtor has not executed any other security agreement currently affecting the Collateral and no 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, operating agreement, charter, bylaws or partnership agreement, as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor or otherwise affecting the Collateral, 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 or this Agreement, 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.

(g) Location/Identity. Debtor's principal residence or 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. Debtor's organizational structure and state of organization (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 Obligated Party from the Secured Party under the Purchase Agreement (as defined in the Licensee 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) Securities. Any certificates, if any, evidencing securities pledged as Collateral are valid and genuine and have not been altered. All securities pledged as Collateral have been duly authorized and validly issued, are fully paid and non-assessable, and were not issued in violation of the preemptive rights of any party or of any agreement by which Debtor or the issuer thereof is bound. No restrictions or conditions exist with respect to the transfer or voting of any securities pledged as Collateral, except as has been disclosed to Secured Party in writing. To the best of Debtor's knowledge, no issuer of such securities (other than securities of a class which are publicly traded) has any outstanding stock rights, rights to subscribe, options, warrants or convertible securities outstanding or any other rights outstanding entitling any party to have issued to such party capital stock of such issuer, except as has been disclosed to Secured Party in writing.

7. Affirmative Covenants. Debtor will comply with the covenants contained in this Section 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 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 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) Inspection of Books and Records. Debtor will keep adequate records concerning the Collateral and will permit Secured Party and all representatives and agents appointed by Secured Party to inspect Debtor's books and records of or relating to the Collateral at any time during normal business hours

after two business days' prior notice to Debtor, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information.

(c) Adverse Claim. Debtor covenants and agrees to promptly notify Secured Party of any claim, action or proceeding affecting title to the Collateral, or any part thereof, or the security interest created hereunder and, at Debtor's expense, defend Secured Party's security interest in the Collateral against the claims of any third party. Debtor also covenants and agrees to promptly deliver to Secured Party a copy of all written notices received by Debtor with respect to the Collateral, including without limitation, notices received from the issuer of any securities pledged hereunder as Collateral.

(d) Further Assurances. Debtor will contemporaneously with the execution hereof and from time to time thereafter 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: (A) executing (if requested) and filing any financing or continuation statements, or any amendments thereto; (B) obtaining written confirmation from the issuer of any securities pledged as Collateral of the pledge of such securities, in form and substance satisfactory to Secured Party; (C) cooperating with Secured Party in registering the pledge of any securities pledged as Collateral with the issuer of such securities; (D) delivering notice of Secured Party's security interest in any securities pledged as Collateral to any financial intermediary, clearing corporation or other party required by Secured Party, in form and substance satisfactory to Secured Party; and (E) obtaining written confirmation of the pledge of any securities constituting Collateral from any financial intermediary, clearing corporation or other party required by Secured Party, in form and substance satisfactory to Secured Party. If all or any part of the Collateral is securities issued by an agency or department of the United States, Debtor covenants and agrees, at Secured Party's request, to cooperate in registering such securities in Secured Party's name or with Secured Party's account maintained with a Federal Reserve Secured Party.

8. Negative Covenants. Debtor will comply with the covenants contained in this Section 8 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) or transfer Debtor's rights in 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 certificate, instrument or document evidencing and/or representing any of the Collateral to any party other than Secured Party.

(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) Dilution of Ownership. As to any membership interests or securities pledged as Collateral (other than securities of a class which are publicly traded), Debtor will not consent to or approve of the issuance of (i) any additional units, membership interests or shares of any class of membership interests or securities of Obligor (unless immediately upon issuance additional units, membership interests or securities are pledged and delivered to Secured Party pursuant to the terms hereof to the extent necessary to give Secured Party a security interest after such issuance in at least the same percentage of the outstanding units, membership interests or securities of Obligor as Secured Party had before such issuance), (ii) any instrument convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such securities, or (iii) any warrants, options, contracts or other commitments entitling any third party to purchase or otherwise acquire any such units, membership interests or securities.

(d) Restrictions on Securities. Debtor will not enter into any agreement creating, or otherwise permit to exist, any restriction or condition upon the transfer, voting or control of any units, membership interests or securities pledged as Collateral, except as consented to in writing by Secured Party.

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

(a) Power of Attorney. After the occurrence of an Event of Default, Debtor hereby irrevocably appoints Secured Party as Debtor's attorney in fact, such power of attorney being coupled with an interest, to take any action and to execute any instrument which Secured Party may from time to time in Secured Party's

discretion deem reasonably necessary or appropriate to accomplish the following actions (provided, however that the rights of Secured Party under this Section 9(a) is limited by and subject to the limitations imposed in Section 11(g)(ii) below): (i) transfer any membership interests, securities, instruments, documents or certificates pledged as Collateral in the name of Secured Party or its nominee; (ii) use any interest, premium or principal payments, conversion or redemption proceeds or other cash proceeds received in connection with any Collateral to reduce any of the Indebtedness; (iii) exchange any of the membership interests or securities pledged as Collateral for any other property upon any merger, consolidation, reorganization, recapitalization or other readjustment of the Obligor thereof, and, in connection therewith, to deposit and deliver any and all of such securities with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as Secured Party may deem necessary or appropriate; (iv) exercise or comply with any conversion, exchange, redemption, subscription or any other right, privilege or option pertaining to any membership interests or securities pledged as Collateral; provided, however, except as provided herein, Secured Party shall not have a duty to exercise or comply with any such right, privilege or option (whether conversion, redemption or otherwise) and shall not be responsible for any delay or failure to do so; and (v) file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection, protection, and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral.

(b) 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 or Obligor on demand.

Notwithstanding any other provision herein to the contrary, Secured Party does not have any duty to exercise or continue to exercise any of the foregoing rights and shall not be responsible for any failure to do so or for any delay in doing so.

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

(a) Non-Performance of Covenants. The failure of Debtor to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein and the continuation of such failure for a period of thirty (30) days after Debtor receives written notice thereof; provided, however that Debtor 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.; or

(b) Default Under other Loan Documents. The occurrence of an event of default under any of the other Loan Documents and such event of default continues to exist beyond any applicable notice and cure period, if any; expressly stated in such 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; or

(d) Debtor's Secured Bankruptcy or Insolvency. If Debtor: (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) 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; (iii) 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 (iv) voluntarily become a party to any proceeding other than as describing in paragraphs (i) through (iii) above, seeking to effect a suspension or having the effect of suspending any of the rights or remedies of Secured Party granted or referred to in this Agreement or any of the Loan Documents; or

(e) Execution on Collateral. The Collateral or any portion thereof is taken on execution or other process of law in any action against Debtor; or

(f) Liquidation and Related Events. The liquidation, dissolution, merger or consolidation of Debtor, other than, after receiving of the prior written consent of Secured Party (which shall not be unreasonably withheld), a merger or consolidation of Debtor with an entity whose net worth immediately after such merger or consolidation with respect to Debtor is not less than that of the Debtor immediately prior thereto and which assumes all of Debtor's obligations hereunder.

(g) Dilution of Ownership. Debtor hereafter issues any membership interests or shares of any class of capital stock (unless immediately upon issuance, additional membership interests or securities are pledged and delivered to Secured Party pursuant to the terms hereof to the extent necessary to give Secured Party a security interest after such issuance in at least the same percentage of such issuer's outstanding membership interests or securities as Secured Party had before such issuance) or any options, warrants or other rights to purchase any such membership interests or capital stock.

11. 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) 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;

(iii) 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;

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

(v) 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;

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

(vii) 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 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. Debtor further

acknowledges and agrees that the redemption by Secured Party of any certificate of deposit pledged as Collateral shall be deemed to be a commercially reasonable disposition under Section 9.610 of the Code.

(b) Private Sale of Securities. Debtor recognizes that Secured Party may be unable to effect a public sale of all or any part of the securities pledged as Collateral because of restrictions in applicable federal and state securities laws and that Secured Party may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Debtor acknowledges that each any such private sale may be at prices and other terms less favorable than what might have been obtained at a public sale and, notwithstanding the foregoing, agrees that each such private sale shall be deemed to have been made in a commercially reasonable manner and that Secured Party shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer to register such securities for public sale under any federal or state securities laws. Debtor further acknowledges and agrees that any offer to sell such securities which has been made privately in the manner described above to not less than five (5) bona fide offerees shall be deemed to involve a "public sale" for the purposes of Chapter 9 of the Code, notwithstanding that such sale may not constitute a "public offering" under any federal or state securities laws and that Secured Party may, in such event, bid for the purchase of such securities.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) Voting Rights.

(i) After the occurrence and during the continuation of an Event of Default, subject to the limitations of Section 11(g)(ii) below, (a) Debtor will not exercise any voting rights with respect to membership interests and securities pledged as Collateral, and (b) Secured Party shall have the exclusive right and proxy to exercise any voting rights with respect to such membership interests and securities pledged as Collateral.

(ii) Notwithstanding anything to the contrary contained in this Agreement, Secured Party shall not be entitled to exercise any right or remedy pursuant to this Agreement (including but not limited to all rights and remedies specified in this Section 11) which would constitute or result in either of the following without first obtaining the appropriate approval of the Federal Communications Commission ("FCC"): (i) any assignment of the FCC Licenses (as defined in the Purchase Agreement), or (ii) any transfer of control of the Debtor if such assignment of the FCC Licenses or transfer of control would require, under then existing law (including the written rules and regulations promulgated by the FCC) without first obtaining the appropriate approval of the FCC. Secured Party 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 an Event of Default unless the appropriate approvals are obtained from the FCC prior to the transfer of such membership interests and voting rights to the Secured Party shall have been obtained. The Debtor agrees to take, or cause to be taken by its subsidiaries, any action which the Secured Party may reasonably request in order to obtain and enjoy the full rights, remedies and benefits granted to the Secured Party by this Agreement and each other agreement, instrument and Loan Document delivered to the Secured Party in connection herewith evidencing or securing the Collateral, including specifically, at the Debtor'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 Secured Party by this Agreement which approval is then required by applicable law (including the written rules and regulations promulgated by the FCC) 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 the Debtor or any transfer of control over any FCC license.

(h) Dividend Rights and Interest Payments. Upon the occurrence and continuation of an Event of Default:

(i) all rights of Debtor to receive and retain the distributions, dividends and interest payments which it would otherwise be authorized to receive and retain pursuant to Section 3 shall automatically cease, and all such rights shall thereupon become vested with Secured Party which shall thereafter have the sole right to receive, hold and apply as Collateral such dividends and interest payments; and

(ii) all dividend and interest payments which are received by Obligor contrary to the provisions of clause (i) of this Subsection shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Obligor, and shall be forthwith paid over to Secured Party in the exact form received (properly endorsed or assigned if requested by Secured Party), to be held by Secured Party as Collateral.

12. Omitted Intentionally.

13. 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 in writing and 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 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, within a reasonable time (not to exceed thirty [30] days) following 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 exercise or enforcement of any of the rights of Secured Party under this Agreement, or (ii) the failure by Debtor to perform or observe any of the provisions hereof.

(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 Debtor.

(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 Agreement 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.

(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 provided by the express language in the other 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. Neither Debtor's nor Secured Party's rights and obligations hereunder may be assigned or otherwise transferred without the prior written consent of the other party.

(l) Termination. Upon (i) the satisfaction in full of the Indebtedness, (ii) the termination or expiration of any commitment of Secured Party to extend credit to Obligor, (iii) written request for the termination hereof delivered by Debtor to Secured Party, and (iv) written release delivered by Secured Party to Debtor, this Agreement and the security interests created hereby shall terminate. Upon termination of this Agreement and Debtor's written request, Secured Party will, at Debtor's sole cost and expense, promptly return to Debtor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

(m) 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.

(n) 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.

(o) 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.

14. 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 6(g), nor will Debtor change its name or the Organizational Information as represented in Subsection 6(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.

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

15. To the extent the company or corporate operating agreement among the members of Obligor, as amended through the current date ("Company Agreement") provides that the members of the Obligor ("Borrower") have certain rights and options that are applicable in the event of the grant of any security interest in ("pledge") or sale of membership interests in the Obligor (collectively referred to herein as "Membership Sale Rights"), including without limitation, (i) certain notices and approvals that are to be given in advance of any pledge or sale, (ii) certain options of the other members to purchase such partnership interests, (iii) prohibitions of sales and pledges in certain situations, and (iv) rights of first refusal of the existing members of Obligor, Debtor hereby agrees as follows: (x) Debtor warrants and represents to Secured Party that Debtor is the sole member of Obligor; (y) Debtor hereby and herewith consents to (and waives all of Debtor's Membership Sale Rights with respect to) the foregoing Security Agreement and all of the covenants, interests and rights granted by Debtor to the Secured Party, including without limitation, the security interests in the Debtor's membership interest in Obligor; (z) Debtor waives any Membership Sale Rights that may apply to any sale of the Collateral by Secured Party pursuant to any right granted in this Security Agreement, without any notice, consent or approval of the members provided in the Company Agreement.

EXECUTED as of the date first written above.

**DEBTOR:**

KNOXVILLE TV HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Dave Hanna  
Title: President

**SECURED PARTY:**

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

By: \_\_\_\_\_  
Name: Marcus Lamb  
Title: President

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**SCHEDULE A  
TO  
PLEDGE AND SECURITY AGREEMENT  
DATED [REDACTED], 2012  
BY AND BETWEEN  
WORD OF GOD FELLOWSHIP, INCORPORATED  
AND  
KNOXVILLE TV HOLDINGS, LLC**

The following property is a part of the Collateral as defined in Subsection 1(c):

All of Debtor's membership interests (collectively, the "Membership Interests") in and to WMAK TV, LLC, a Virginia limited liability company ("Obligor"), whether now owned or hereafter acquired, including, but not limited to, the following:

- a. all of Debtor's right, title, and interest as a Member of Obligor in, to and under the Operating Agreement of Obligor dated as of [REDACTED], as amended from time to time (the "Company Agreement"), and any other governing documents of Obligor (collectively, the "Governing Documents");
- b. all of Debtor's right, title, and interest in Obligor;
- c. all rights as Member of Obligor to receive amounts due and to become due under or pursuant to the Governing Documents, subject to the right of Debtor to receive such amounts prior to the occurrence of an Event of Default that is not cured within the notice and cure period, if any, expressly provided for such Event of Default;
- d. all rights as Member of Obligor to participate in the operation or management of Obligor and to take actions or consent to actions in accordance with the provisions of the Governing Documents;
- e. all rights as Member of Obligor to property of Obligor;
- f. all rights as Member of Obligor to receive proceeds of any insurance, bond, indemnity, warranty or guaranty with respect to the Governing Documents;
- g. all claims as Member of Obligor for damages arising out of or for breach of or default under the Governing Documents;
- h. all rights as Member of Obligor to terminate, amend, supplement, modify or waive performance under the governing Documents, to perform thereunder, and to compel performance and otherwise to exercise all remedies thereunder;
- i. all property representing a distribution or return of capital upon or with respect to the Membership Interests or resulting from a split-up, revision, reclassification or other like change of the Membership Interests or otherwise received in exchange therefore, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of the Membership Interests; and
- j. in the event of any consolidation or merger of Obligor in which the Obligor is not the surviving entity, all membership interests or similar securities owned by Members in the successor entity formed by or resulting from such consolidation or merger.

Debtor warrants and represents to Secured Party that, at the time of execution of this Security Agreement, Debtor is the present owner of 100 Percent (100.0%) of the Membership Interests of Obligor.

The Collateral as defined in Subsection 1(c) does not include the FCC Licenses now or hereafter owned by or held on behalf of Obligor.

**Exhibit F**  
**Licensee Guaranty**

## GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT** ("Guaranty") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by Guarantor (as hereinafter defined) for the benefit of Lender (as hereinafter defined).

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

(a) The term "Lender" shall mean **WORD OF GOD FELLOWSHIP, INCORPORATED** d/b/a Daystar Television Network, a Georgia non-profit corporation, whose address for notice purposes is the following:

Attn: Arnold Torres, Business Administrator  
3901 Highway 121  
Bedford, Texas 76021

(b) The term "Borrower" (whether one or more) shall mean the following:

**Tennessee TV, LLC**, a Virginia limited liability company

(c) The term "Guarantor" shall mean **WMAK TV, LLC**, a Virginia limited liability company, whose address for notice purposes is the following:

WMAK TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna

(d) The term "Guaranteed Indebtedness" shall mean (i) all principal indebtedness owing by Borrower to Lender now existing or hereafter arising under or evidenced by that one certain Promissory Note ("Note") dated effective \_\_\_\_\_, 2012, in the original principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), executed by Borrower and payable to the order of Lender, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Borrower to Lender under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above (collectively, the "Loan Documents"), (iv) all costs and expenses incurred by Lender 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.

2. Obligations. As an inducement to Lender to extend or continue to extend credit and other financial accommodations to Borrower, Guarantor, for value received, does hereby unconditionally and absolutely guarantee the prompt and full payment and performance of the Guaranteed Indebtedness when due or declared to be due and at all times thereafter.

3. Character of Obligations.

(a) This is an absolute, continuing and unconditional guaranty of payment and not of collection. This Guaranty and the Guarantor's obligations hereunder are irrevocable. All of the Guaranteed Indebtedness shall be conclusively presumed to have been made or acquired in acceptance hereof. Guarantor shall be liable, jointly and severally, with Borrower and any other guarantor of all or any part of the Guaranteed Indebtedness.

(b) Lender may, at its sole discretion and without impairing its rights hereunder, (i) apply any payments on the Guaranteed Indebtedness that Lender receives from Borrower or any other source other than Guarantor to that portion of the Guaranteed Indebtedness, if any, not guaranteed hereunder, and (ii) apply any proceeds it receives as a result of the foreclosure or other realization on any collateral for the Guaranteed Indebtedness to that portion, if any, of the Guaranteed Indebtedness not guaranteed hereunder or to any other indebtedness secured by such collateral.

(c) Guarantor agrees that its obligations hereunder shall not be released, diminished, impaired, reduced or affected by the existence of any other guaranty or the payment by any other guarantor of all or any part of the Guaranteed Indebtedness and, in the event Paragraph 2 above partially limits Guarantor's obligations under this Guaranty, Guarantor's obligations hereunder shall continue until Lender has received payment in full of the Guaranteed Indebtedness.

(d) Guarantor's obligations hereunder shall not be released, diminished, impaired, reduced or affected by, nor shall any provision contained herein be deemed to be a limitation upon, any of the following resulting from any mutual agreement or consent between Lender and Borrower: (i) the amount of credit which Lender may extend to Borrower, (ii) the number of transactions between Lender and Borrower, or (iii) payments by Borrower to Lender or Lender's allocation of payments by Borrower.

(e) Subject to the terms of the Loan Documents, without further authorization from or notice to Guarantor, Lender may compromise, accelerate, or otherwise alter the time or manner for the payment of the Guaranteed Indebtedness, increase or reduce the rate of interest thereon, or release or add any one or more guarantors or endorsers, or allow substitution of or withdrawal of collateral or other security and release collateral and other security or subordinate the same.

4. Representations and Warranties. Guarantor hereby represents and warrants the following to Lender:

(a) This Guaranty may reasonably be expected to benefit, directly or indirectly, Guarantor, and (i) if Guarantor is a corporation, the Board of Directors of Guarantor has determined that this Guaranty may reasonably be expected to benefit, directly or indirectly, Guarantor, (ii) if Guarantor is a partnership, the requisite number of its partners have determined that this Guaranty may reasonably be expected to benefit, directly or indirectly, Guarantor, or (iii) if Guarantor is a limited liability company, the members of Guarantor have determined that this Guaranty may reasonably be expected to benefit, directly or indirectly, Guarantor;

(b) Guarantor is familiar with, and has independently reviewed the books and records regarding, the financial condition of Borrower and is familiar with the value of any and all collateral intended to be security for the payment of all or any part of the Guaranteed Indebtedness; provided, however, Guarantor is not relying on such financial condition or collateral as an inducement to enter into this Guaranty;

(c) Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition of Borrower and Guarantor is not relying on Lender to provide such information to Guarantor either now or in the future;

(d) Guarantor has the power and authority to execute, deliver and perform this Guaranty and any other agreements executed by Guarantor contemporaneously herewith, and the execution, delivery and performance of this Guaranty and any other agreements executed by Guarantor contemporaneously herewith do not and will not violate (i) any agreement or instrument to which Guarantor is a party, (ii) any law, rule, regulation or order of any governmental authority to which Guarantor is subject, or (iii) its articles or certificate of incorporation or bylaws, if Guarantor is a corporation, or its partnership agreement, if Guarantor is a partnership, or its articles of organization or operating agreement, if Guarantor is a limited liability company; and

(e) Neither Lender nor any other party has made any representation, warranty or statement to Guarantor in order to induce Guarantor to execute this Guaranty.

5. Covenants. Guarantor hereby covenants and agrees with Lender as follows:

(a) Guarantor shall comply with all terms and provisions of the Loan Documents that apply to Guarantor; and

(b) Guarantor shall promptly inform Lender of (i) any litigation or governmental investigation against Guarantor or affecting any security for all or any part of the Guaranteed Indebtedness or this Guaranty which, if determined adversely, might have a material adverse effect upon the financial condition of Guarantor or upon such security or might cause an Event of Default under the Note, and (ii) any material adverse change in the financial condition of Guarantor.

6. Consent and Waiver.

(a) Subject to the terms of the Loan Documents, Guarantor waives (i) promptness, diligence and notice of acceptance of this Guaranty and notice of the incurring of any obligation, indebtedness or liability to which this Guaranty applies or may apply and waives presentment for payment, notice of nonpayment, protest, demand, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, diligence in enforcement and indulgences of every kind, and (ii) the taking of any other action by Lender, including without limitation giving any notice of default or any other notice to, or making any demand on, Borrower, any other guarantor of all or any part of the Guaranteed Indebtedness or any other party. The foregoing waiver by Guarantor in this Section 6(a) shall not be construed or

deemed a waiver or limitation of Borrower's right, if any, to notice and opportunity to cure any default that is expressly provided to Borrower in the Loan Documents.

(b) Guarantor waives any rights Guarantor has under, or any requirements imposed by, Chapter 34 of the Texas Business and Commerce Code, as in effect on the date of this Guaranty or as it may be amended from time to time.

(c) Subject to the terms of the Loan Documents, Lender may at any time, without the consent of or notice to Guarantor, without incurring responsibility to Guarantor and without impairing, releasing, reducing or affecting the obligations of Guarantor hereunder: (i) change the manner, place or terms of payment of all or any part of the Guaranteed Indebtedness, or renew, extend, modify, rearrange or alter all or any part of the Guaranteed Indebtedness; (ii) sell, exchange, release, surrender, subordinate, realize upon or otherwise deal with in any manner and in any order any collateral for all or any part of the Guaranteed Indebtedness or this Guaranty or setoff against all or any part of the Guaranteed Indebtedness; (iii) neglect, delay, omit, fail or refuse to take or prosecute any action for the collection of all or any part of the Guaranteed Indebtedness or this Guaranty or to take or prosecute any action in connection with any of the Loan Documents; (iv) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (v) settle or compromise all or any part of the Guaranteed Indebtedness and subordinate the payment of all or any part of the Guaranteed Indebtedness to the payment of any obligations, indebtedness or liabilities which may be due or become due to Lender or others; (vi) apply any deposit balance, fund, payment, collections through process of law or otherwise or other collateral of Borrower to the satisfaction and liquidation of the indebtedness or obligations of Borrower to Lender not guaranteed under this Guaranty; and (vii) apply any sums paid to Lender by Guarantor, Borrower or others to the Guaranteed Indebtedness in such order and manner as Lender, in its sole discretion, may determine.

(d) Should Lender seek to enforce the obligations of Guarantor hereunder by action in any court or otherwise, Guarantor waives any requirement, substantive or procedural, that (i) Lender first enforce any rights or remedies against Borrower or any other person or entity liable to Lender for all or any part of the Guaranteed Indebtedness, including without limitation that a judgment first be rendered against Borrower or any other person or entity, or that Borrower or any other person or entity should be joined in such cause, or (ii) Lender first enforce rights against any collateral which shall ever have been given to secure all or any part of the Guaranteed Indebtedness or this Guaranty. Such waiver shall be without prejudice to Lender's right, at its option, to proceed against Borrower or any other person or entity, whether by separate action or by joinder.

(e) No payment by GUARANTOR of any indebtedness or liability to or on behalf of Borrower shall entitle GUARANTOR, by subrogation, contribution, reimbursement or otherwise to any rights against BORROWER prior to the payment to LENDER of all BORROWER's indebtedness and liability.

#### 7. Obligations Not Impaired.

(a) Guarantor agrees that its obligations hereunder shall not be released, diminished, impaired, reduced or affected by the occurrence of any one or more of the following events: (i) the death, disability or lack of corporate power of Borrower, Guarantor or any other guarantor of all or any part of the Guaranteed Indebtedness, (ii) any receivership, insolvency, bankruptcy or other proceedings affecting Borrower, Guarantor or any other guarantor of all or any part of the Guaranteed Indebtedness, or any of their respective property; (iii) the partial or total release or discharge, other than by actual payment in full, of Borrower or any other guarantor of all or any part of the Guaranteed Indebtedness, or any other person or entity from the performance of any obligation contained in any instrument or agreement evidencing, governing or securing all or any part of the Guaranteed Indebtedness, whether occurring by reason of law or otherwise; (iv) the taking or accepting of any collateral for all or any part of the Guaranteed Indebtedness or this Guaranty; (v) the taking or accepting of any other guaranty for all or any part of the Guaranteed Indebtedness; (vi) any failure by Lender to acquire, perfect or continue any lien or security interest on collateral securing all or any part of the Guaranteed Indebtedness or this Guaranty; (vii) the impairment of any collateral securing all or any part of the Guaranteed Indebtedness or this Guaranty; (viii) any failure by Lender to sell any collateral securing all or any part of the Guaranteed Indebtedness or this Guaranty in a commercially reasonable manner or as otherwise required by law; or (ix) any invalidity or unenforceability of or defect or deficiency in any of the Loan Documents.

(b) This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of all or any part of the Guaranteed Indebtedness is rescinded or must otherwise be returned by Lender upon the insolvency, bankruptcy or reorganization of Borrower, Guarantor, any other guarantor of all or any part of the Guaranteed Indebtedness, or otherwise, all as though such payment had not been made.

(c) In the event Borrower is a corporation, joint stock association or partnership, or is hereafter incorporated, none of the following shall affect Guarantor's liability hereunder: (i) the unenforceability of all or any part of the Guaranteed Indebtedness against Borrower by reason of the fact that the Guaranteed Indebtedness exceeds the

amount permitted by law; (ii) the act of creating all or any part of the Guaranteed Indebtedness is ultra vires; or (iii) the officers or partners creating all or any part of the Guaranteed Indebtedness acted in excess of their authority. Guarantor hereby acknowledges that withdrawal from, or termination of, any ownership interest in Borrower now or hereafter owned or held by Guarantor shall not alter, affect or in any way limit the obligations of Guarantor hereunder.

8. Actions Against Guarantor. Subject to the terms of the Loan Documents, in the event of a default in the payment or performance of all or any part of the Guaranteed Indebtedness when such Guaranteed Indebtedness becomes due, whether by its terms, by acceleration or otherwise, Guarantor shall, without notice or demand, promptly pay the amount due thereon to Lender, in lawful money of the United States, at Lender's address set forth in Subparagraph 1(a) above. One or more successive or concurrent actions may be brought against Guarantor, either in the same action in which Borrower is sued or in separate actions, as often as Lender deems advisable. The exercise by Lender of any right or remedy under this Guaranty or under any other agreement or instrument, at law, in equity or otherwise, shall not preclude concurrent or subsequent exercise of any other right or remedy. The books and records of Lender shall be admissible as evidence in any action or proceeding involving this Guaranty and shall be prima facie evidence of the payments made on, and the outstanding balance of, the Guaranteed Indebtedness.

9. Payment by Guarantor. Whenever Guarantor pays any sum which is or may become due under this Guaranty, written notice must be delivered to Lender contemporaneously with such payment. Such notice shall be effective for purposes of this paragraph when contemporaneously with such payment Lender receives such notice either by: (a) personal delivery to the address and designated department of Lender identified in Subparagraph 1(a) above, or (b) United States mail, certified or registered, return receipt requested, postage prepaid, addressed to Lender at the address shown in Subparagraph 1(a) above. In the absence of such notice to Lender by Guarantor in compliance with the provisions hereof, any sum received by Lender on account of the Guaranteed Indebtedness shall be conclusively deemed paid by Borrower.

10. Notice of Sale. In the event that Guarantor is entitled to receive any notice under the Uniform Commercial Code, as it exists in the state governing any such notice, of the sale or other disposition of any collateral securing all or any part of the Guaranteed Indebtedness or this Guaranty, reasonable notice shall be deemed given when such notice is deposited in the United States mail, postage prepaid, at the address for Guarantor set forth in Subparagraph 1(c) above, ten (10) days prior to the date any public sale, or after which any private sale of any such collateral is to be held; provided, however, that notice given in any other reasonable manner or at any other reasonable time not less than ten (10) days in advance shall be sufficient. No statement or provision in this Paragraph 10, in and of itself, shall be construed or interpreted as (i) granting or entitling Guarantor to any such notice, or (ii) constituting a waiver or cancellation of any waiver of notice contained elsewhere in this Guaranty or in any other Loan Document.

11. Waiver by Lender. No delay on the part of Lender in exercising any right hereunder or failure to exercise the same shall operate as a waiver of such right. In no event shall any waiver of the provisions of this Guaranty be effective unless the same be in writing and signed by an officer of Lender, and then only in the specific instance and for the purpose given.

12. Successors and Assigns. This Guaranty is for the benefit of Lender, its successors and assigns. This Guaranty is binding upon Guarantor and Guarantor's successors, including without limitation any person or entity obligated by operation of law upon the reorganization, merger, consolidation or other change in the organizational structure of Guarantor.

13. Costs and Expenses. Guarantor shall pay on demand by Lender all costs and expenses, including without limitation all reasonable attorneys' fees, incurred by Lender in connection with the enforcement and/or collection of this Guaranty. This covenant shall survive the payment of the Guaranteed Indebtedness.

14. Severability. If any provision of this Guaranty 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 Guaranty and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

15. No Obligation. Nothing contained herein shall be construed as an obligation on the part of Lender to extend or continue to extend credit to Borrower.

16. Amendment. No modification or amendment of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall be effective unless the same shall be in writing and signed by an officer of Lender, and then shall be effective only in the specific instance and for the purpose for which given.

17. Cumulative Rights. All rights and remedies of Lender hereunder are cumulative of each other and of every other right or remedy which Lender may otherwise have at law or in equity or under any instrument or agreement, 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.

18. Governing Law, Venue. This Guaranty is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Guaranty. In the event of a dispute involving this Guaranty 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.

19. Compliance with Applicable Usury Laws. Notwithstanding any other provision of this Guaranty or of any instrument or agreement evidencing, governing or securing all or any part of the Guaranteed Indebtedness, Guarantor and Lender by its acceptance hereof agree that Guarantor shall never be required or obligated to pay interest in excess of the maximum non-usurious interest rate as may be authorized by applicable law for the written contracts which constitute the Guaranteed Indebtedness. It is the intention of Guarantor and Lender to conform strictly to the applicable laws which limit interest rates, and any of the aforesaid contracts for interest, if and to the extent payable by Guarantor, shall be held to be subject to reduction to the maximum non-usurious interest rate allowed under said law.

20. Gender. Within this Guaranty, words of any gender shall be held and construed to include the other gender.

21. Captions. The headings in this Guaranty are for convenience only and shall not define or limit the provisions hereof.

22. Irrevocability. Guarantor understands and agrees that this Guaranty is irrevocable.

23. Set-off Rights. Guarantor shall have the right to exercise the same rights of set-off that are expressly granted to Borrower in the Note and such right of set-off may be exercised by Guarantor notwithstanding any contrary provision of this Guaranty.

EXECUTED as of the date first above written.

**GUARANTOR:**

WMAK TV, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
David A. Hanna  
President

**Exhibit G**  
**Licensee Security Agreement**

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** ("Agreement") is made as of the [redacted] day of [redacted], 2012, by WMAK TV, LLC, a Virginia 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 220 Salters Creek Road Hampton, VA 23661 and whose employer identification number is [redacted], 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, including but not limited to all of Debtor's rights and interests under that certain Station Operating Agreement dated \_\_\_\_\_, 2012 between Debtor and Operator (as defined in Subsection 1(n) below) regarding the operation of the Station that has been approved by Secured Party at or prior to the effective date of this Agreement ("Operating Agreement"):
    - (i) All "accounts", as defined in the Code, 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 "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).
    - (iii) All "general intangibles" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, all payment intangibles, 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.
    - (iv) 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 all of the licenses, permits or authorizations, including but not limited to the television station license, 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 [REDACTED], 2012, in the original principal amount of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00) ("Licensee Note") executed by Obligor and payable to the order of Secured Party and that one certain promissory note dated [REDACTED], 2012, in the original principal amount of Two Hundred Thousand Dollars (\$200,000.00) ("Operator Note") executed by Operator payable to the order of Secured Party (the Operator Note and the Licensee 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 Tennessee TV, LLC, a Virginia limited liability company ("Operator") and Knoxville TV Holdings, LLC, a Virginia limited liability company ("Obligor 1").

(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 WMAK(TV), Knoxville, Tennessee (FCC Facility ID Number 83931)

(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, 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. Omitted Intentionally.

(j) Compliance with Environmental Laws. Omitted Intentionally.

(k) Inventory. Omitted Intentionally.

(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. Omitted Intentionally.

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 expressly and irrevocably authorizes Secured Party, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, to terminate 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 two (2) days' 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. Omitted Intentionally.

(f) Control Agreements. Omitted Intentionally.

(g) Condition of Goods. Omitted Intentionally.

(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. Omitted Intentionally.

(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 the FCC Licenses), 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. To Debtor's knowledge, 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 by Debtor or Operator, 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.

(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. Omitted Intentionally.

(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. Omitted Intentionally.

(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 Operator 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 Operating Agreement unless approved by Secured Party in advance.

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. After the occurrence of an Event of Default has occurred and while such Event of Default is continuing, Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with authority to act in the name, place and stead of Debtor after the occurrence of an Event of Default, to accomplish the following actions (provided, however that the rights of Secured Party under this Section 6(b) is limited by and subject to the limitations imposed in Section 8(f) below): (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 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 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; 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 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.

(f) Notwithstanding anything to the contrary contained in this Agreement, Secured Party shall not be entitled to exercise any right or remedy pursuant to this Agreement which would constitute or result in either of the following without first obtaining the appropriate approval of the FCC: (i) any assignment of the FCC Licenses, or (ii) any transfer of control of the Debtor if such assignment of the FCC Licenses or transfer of control would require, under then existing law (including the written rules and regulations promulgated by the FCC) without first obtaining the appropriate approval of the FCC. Subject to the applicable laws and regulations of the FCC relating to the FCC Licenses, the Debtor agrees to take, or cause to be taken by its subsidiaries, any action which the Secured Party may reasonably request in order to obtain and enjoy the full rights, remedies and benefits granted to the Secured Party by this Agreement and each other agreement, instrument and Loan Document delivered to the Secured Party in connection herewith evidencing or securing the Collateral, including specifically, at the Debtor'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 Secured Party by this Agreement which approval is then required by applicable law (including the written rules and regulations promulgated by the FCC) 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 the Debtor or any transfer of control over any FCC license.

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:**

WMAK TV, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: David A. Hanna  
Its: President

**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 [REDACTED], 2012  
BY AND BETWEEN  
WORD OF GOD FELLOWSHIP, INCORPORATED  
AND  
WMAK TV, LLC**

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

[Insert station main studio address]

Schedule 1.1.1(a)(i)  
Tangible Assets

See attached.

## Schedule 1.1.1(a)(i)

### Tangible Assets

1	Harris Platinum CD VHF DTV XMTR	PTCD10P1UPG-CF
1	Harris Platinum CD-1A Exciter, OPTCD-1A Exciter	9949785010
1	Harris Dual Exciter Switcher Wire Kit	9929565001
1	Harris Dual platinum redudndant power supply	992511368
1	Harris eCDI Platinum lvi2 Ethernet interface	ECDIPLATCD2
1	Leader Surge Suppressor	LEADS1G120-2083Y
1	Agilent Power Meter Programmable	HEWEPM-4418B
1	Agilent Thermocouple Power Sensor	HEW8482H
1	Harris Dielectric Bandpass Filter ch 7-13	PTCDP1-2DIEHB
1	Dielectric Line Kit	PTCD10P1LKDIE
1	Dielectric Patch Panel and Lline Kit	PTCD10PPLKDIE
1	Bird Load Resistor 10KW	BRD8932-115
1	Harris Hardware Install kit Platinum	992913902B
2	Ikegami 20 inch HD/SD Monitor	HTM2050RA1RM
2	Wohler 4 input audio monitor	WOHAMP1aLP4s
2	Harris ATSC Pro Receiver	HASARX-h200
1	Harris MonitorPLus Rack Assmbly	Hasmon-Rack-ASY
1	Evertz Mini Master Control Switcher SD	PKG9625SW
1	Evertz Mini Master Control Switcher HD	PKGHD9625SW
2	Evertz EAS Crawl Insertion	+E
2	Evertz Redundant Power Supply	+2PS
1	Evertz Frame Synchronizer 10801,1035 and 720	7745FS-EAES4-HD
1	Harris Flexicoder 1HD 1SD with Modules	HALFLX1HD1SD/V5 16 mods
1	Harris Rackmount PSIPplus Data Server TMS input	HASP-SIP-PRO-LIST
1	SONY Betacam SP edit/play full edit	UVW1800
1	SONY Rackmount for UVW1800 edit/play	RMM130US
2	Ikegami Dual 7" 16:9 WideScreen LCD	V-R72P-2SDI (\$5k)
1	Wohler 4 chan analog/digital speaker system	AMP1-DA
1	Wohler audio monitor XLR	AMP1A-2S
1	Altec Lansing Speaker PC Speaker Sytem	Alteclansing
2	Dawnco Integrated Sat. Receivers	SIRD2800B
1	Evertz Frame Synchronizer AES,embed audio	7745FS-EAES+3RU
1	Digital vision Pro HD/SD Decoder	BITLINK
1	Evertz HD frame Synchronizer	7745FS-EAES4-HD+3RU
4	Patriot 4.5m KingPOst and actuators,motori	PRT-450DAKP
2	Patriot Seavey ESR 124D motorized feedhorns	SVY-ESR-124-D2
2	Patriot Norsal KU PLL LNB +/-25KHz	NOR-1208HB
2	Patriot 20 degree Norsal C band PLL LNB +/-10KHZ	NOR-3220
4	Seavey Feed struts for 4.5M	SVY-STRUT450
2	RCI 2000 sat controllers	RCI-2000A

2	RCI KPOL Options	RCI-KPOL
2	Patriot Half-deicing 4.5m	ETI-450-50
1	Quintech Router 8x8 Lband	SRM21508X8CFFC000
1	Harris ADC_25 24 port Automation Sytem w/media Client,air client network and hub	201161-00 (\$80K)
1	Harris HP Media REC Pinnacle VDCP Recorder	400182-00
1	Harris Backup server Device Chassis adc25	201217-00 (\$14.5K)
1	Harris EAS	SAGENDEC
1	Harris Receiver am,fm,vhf	SAGRM-3
2	Evertz Combo master sync,pulse gen,master clock with gps and 6BB/trilevel Sync outs	5600MSC
2	Evertz Redundant power supply	+2ps
2	HD/SDI test gen	+HTG
2	SD/SDI test gen	+SDG
1	Tektronix Automatic changeover	ECO422D
1	Harris 31' deep rack for above with power strips and vent kits	HRK4431
5	32 pos video patch panel HD 3.0 GHz+ BW AES/EBU 15 patch cords for above	PPPI1232Rs-MVJT
2	Bantam Audio Patch Panels	PPB1-14MKIINN
3	Evertz Multiframe 3ru w single power supply	7700-FRC
3	Evertz redundant Power supply for multiframe	7700-PS
10	Evertz Autoequalizing Balance AES/EBU DA	7700-DA-AESB+3RU
2	Evertz Compact High Density Distribution Frame	500FR
2	Evertz Redundant power supply for 500 fr	500-PS
9	Evertz SDI dual reclocking Dist. Amp.	500DA2Q
1	Evertz AES Audio Dist. Amp.	500DA-AESB
1	ViewSonic 19" Display	VG900b
1	Wohler * chan analog/AES/EBU Dig audio Montr	AMP2-L8DA
1	Genelec triple Play Audio monitor system	TriplePlay
2	Dorrough Audio level meters w/rackmount	40-A2
1	Miranda Kaleido virtual mtr wall processor	Kaleido k2
2	Miranda 3 chan HD/SDI Input modules	MWI-HD
2	Miranda Quad SD/SDI Input Modules	MWI-SDI
1	Miranda Dual VGA input module UXGA	MWI-VGA
1	Miranda redundant power supply	MWA-PSU
1	Panasonic 50" widescreen HD plasma display	TH-50PHD6UY
1	Ikegami 20'HDTV/SDTV Multi format monitor	HTM2050RA1
1	Ikegami HD SDI 2 input board and rack equipment	DKH-502a
1	SONY beta SP Rec/Play	pvw-2800
1	HM HDTV video record	DH-30000U
1	Marshall Hd converter	MRSH
2	Sencore Receiver	SCCG
7	cable headend units 2Radiant,DSI,Comcast,Fibergroup,Katherin,inc, Amexlfcx2 these units are already at cable headends and provide signals to their specs	
1	Samsung HFTV Tuner	Samsung
30	HDTV receivers scattered at headends,	

- 1 dell dimension pc d3000 1 unit
- 1 dell poweredge server 2600 dell2600
- 1 dell poweredge server 1600 dell 1600
- 2 Cisco router switches CISCO
- 1 Caterpillar Generator Recently Rebuilt as of Sept.2011
- 1 Battery backup UPS with 20 new batteries installed Aug. 2011.
- 5 analog televisions for monitoring signal
- 1 dvd/vcr combo playback

Schedule 1.1.1(a)(ii)  
Real Property

See attached.

Schedule 1.1.1(a)(ii)

Real Property

- No real property will be conveyed.
- Lease agreement by and between South Central Communications Corporation and Word Of God Fellowship, Inc. effective July 13, 2009 will be assigned.

Schedule 1.1.1(a)(iv)(A)  
Station Agreements

See attached.

## Station Agreements

- See attached lease agreement by and between South Central Communications Corporation and Word Of God Fellowship, Inc. effective July 13<sup>th</sup>, 2009.

## LEASE AGREEMENT

THIS LEASE AGREEMENT, duly made by and between South Central Communications Corporation, an Indiana corporation ("Lessor"), and Word of God Fellowship, Inc., a Georgia not-for-profit corporation, ("Lessee").

WITNESSETH, That:

Whereas, Lessor is the owner of certain real estate located in the County of Knox, City of Knoxville, State of Tennessee, commonly known as 1100 Sharp's Ridge Road, Knoxville, Tennessee, ("Premises"), whereupon Lessor has constructed a tower the purpose of transmitting radio and television signals ("Tower"); and

Whereas, Lessor is the owner of a certain transmitter building located on the Premises ("Building").

Now, therefore, Lessor subject to the terms, provisions, and conditions hereinafter set forth and in consideration of the covenants of payment and performance of Lessee set forth herein, does hereby lease, demise, and let unto Lessee the following described property:

- (a) Such space on the Tower, as designated by Lessor, as is required to affix and install a Dielectric digital television broadcasting antenna ("Broadcast Antenna") at approximately One Thousand Seventeen (1,017) feet above ground level at the base of the Tower; and
- (b) Such space as is required to affix and install studio transmitter link dish ("Dish"); and
- (c) Such space in the Building as designated by Lessor, as is necessary to locate the equipment listed on Exhibit "A" attached hereto and made a part hereof.

The space as described in paragraphs (a), (b), and (c) above shall collectively be referred to as "Leased Space".

TO HAVE AND TO HOLD unto the Lessee for a term of years as hereinafter set forth, upon the following terms and conditions:

1. Term. The term of this Lease shall commence on the 13th day of July, 2009, and shall extend for a period of five (5) years from such date (the "Initial Term"). Assuming that Lessee is not then in default of this Lease Agreement, Lessee shall be entitled to renew this Lease Agreement for one additional period of five (5) years, commencing upon the expiration of the Initial Term, and expiring on that date that immediately precedes the fifth (5<sup>th</sup>) annual anniversary of such renewal commencement date (the "Renewal Term"). Lessee shall exercise such right of

renewal, if at all, by giving written notice to Lessor at least sixty (60) days prior to the expiration of the Initial Term. Notwithstanding the foregoing, Lessee shall be entitled to terminate this Lease Agreement without penalty at any time during the first twelve (12) months of the Initial Term, upon thirty (30) days prior written notice to Lessor of such early termination.

2. Rent. Lessee promises and agrees to pay to the Lessor the annual rental amount of Thirty-eight Thousand Four Hundred Dollars (\$38,400.00) payable in equal monthly installments of Three Thousand Two Hundred Dollars (\$3,200.00) per month, in advance, on the first day of each month. Said annual rent shall be adjusted each year of the Initial Term, and if applicable, the Renewal Term. Such adjustment ("CPI Adjustment") shall be effective on each anniversary date of the commencement of the Initial Term, and if applicable, the Renewal Term. The adjusted annual rental shall be equal to the annual rental paid during the year just ended, times the quotient obtained by dividing "a" by "b," where:

1. a = the index for the month that is two (2) months prior to the beginning of the year for which the adjustment will be effective;  
and
2. b = the index for the year that is two (2) months prior to the beginning of the year just ended.

Provided, however, in no event shall Lessee pay an annual rent less than the rent paid during the prior period. For purposes of the foregoing, (i) the term "year" is defined as that period of time accruing between rental adjustments as described hereinabove, whether or not such period is comprised of twelve months, and (ii) the CPI Adjustment shall be based on the increase in the "Consumer Price Index for all Urban Consumers, All Items (base reference period 1982-1984 = 100), published by the United States Bureau of Labor Statistics, or its successors.

3. Use. The Lessee shall use the Leased Space only for the installation and operation of the (i) Broadcast Antenna, (ii) Dish, and (iii) the equipment itemized on Exhibit "A" (collectively referred to as the "Equipment"), and for no other purpose. Any and all installation and use of the Leased Space shall be within the design capabilities of the Leased Space and shall be subject to the Lessor's prior written approval. Any proposed changes in use, or in the substitution of Equipment or addition of other equipment shall be in the discretion of Landlord. In no event, however, shall use of the Tower be more than One Thousand Seventeen feet (1,017') above ground level at the base of the Tower. Lessee shall not engage in any activity that will interfere with the current use of the Tower or Premises by Lessor or any other current users of the Tower or Premises. In the event Lessee engages in activity that causes such interference, Lessee shall, upon notice by Lessor, to eliminate such interference at the sole cost and expense of Lessee. Lessor shall not permit any future use of the Tower or Premises or any future

tenants to interfere with Lessee's permitted use of the Tower or Premises, and, upon notice by Lessee, of any such interference, Lessor will use best efforts to eliminate such interference.

4. Taxes. Lessee agrees to pay all taxes and assessments which may be lawfully charged, assessed, or levied upon the Equipment, or other property of Lessee situated in or upon the Leased Space at any time or times and all license fees, and use taxes which maybe imposed upon or with respect to the operations of Lessee in or upon the Leased Space at any time or times.
5. Insurance. Lessee agrees to keep and maintain, at its own cost and expense, public liability insurance and products liability insurance, which shall have a minimum combined single limit for personal injury, bodily injury, or property damage of One Million Dollars (\$1,000,000.00) for any one occurrence, and which insurance shall name both the Lessee and Lessor hereunder as the parties insured, and shall be written by a reliable, sound, and substantial insurance company. Lessee agrees to keep and maintain, at its own cost and expense, fire and other casualty insurance on the Equipment. Lessee shall carry such liability insurance for the Equipment and shall maintain insurance for damage to the Equipment from the elements or other casualty, and for injury, death, property damage or other loss resulting from or growing out of Lessee's use and occupancy of the Leased Space, which insurances shall name the Lessor as an additional party insured. Lessee shall provide Lessor with a certificate of such insurance coverage showing the date of expiration thereof and shall furnish a certificate of renewal at least ten (10) days prior to the expiration of such policy term. Lessor shall have no liability for any damage caused to Equipment by the elements or other casualty.
6. Fire and Casualty Loss. If the Leased Space is damaged by fire or other casualty, Lessor may repair and restore the same and shall have a reasonable length of time within which so to do. To the extent the Leased Space is rendered partly or wholly untenable in the meantime, Lessee shall be entitled to abatement of rent as to those portions of the Leased Space untenable by Lessee during the period of repair and restoration. If such damage or destruction is total or so extensive that the proceeds of Lessor's fire and extended coverage insurance are insufficient to pay for the same and Lessor is unable or unwilling to make up the difference or is caused by casualty not insured against, either Lessor or Lessee shall have the right to terminate and cancel this Lease Agreement upon written notice to the other. In the event of such termination, rent shall be prorated to the date of loss. This provision contains sole remedy of Lessee for disruption of its business in the event of such loss. Lessor shall have no obligation to repair or restore modifications, improvements or items or decoration made by Lessee.
7. Indemnity. Lessee shall indemnify Lessor against and hold Lessor harmless from any and all liability, claims, demands, actions, or damages that may arise from or

in any manner be occasioned by the condition, use or occupancy of the Leased Space by Lessee, its agents, servants, officers, employees, customers, contractors, invitees, and licensees, and Lessee shall defend Lessor against any such claims, demands or actions and shall reimburse Lessor for all costs and expenses incurred by Lessor in connection herewith, including, without limitation, reasonable attorneys fees.

8. Improvements. Lessee shall have no right to make any changes or improvements to the Leased Space, or change the use of the Leased Space as described in Paragraph 3 above, without the prior written consent of Lessor. Any changes or improvements shall be made at the Lessee's sole cost and expense and providing however, such improvements shall become the property of Lessor upon expiration of this Lease Agreement, including any and all renewal periods. Installation of the Equipment, however, shall not constitute an improvement for the purposes of this Lease Agreement.
9. Installation, Maintenance and Repairs. Lessee, at its sole cost and expense, shall install, maintain and repair the Equipment. Lessee shall maintain the Leased Space in good repair and condition. Upon removal of the Equipment, Lessee, at its sole cost and expense, agrees to repair any damage to the Leased Space caused by such removal and restore the Leased Space to the reasonably same condition as received.
10. Utilities. Lessee shall reimburse Lessor, upon demand, for all utilities consumed by the operation of the Equipment. In the event that Lessee and Lessor shall not agree to the amount of such reimbursement, the parties shall install a metering device to determine the actual usage of such utilities, and Lessee shall reimburse Lessor that percentage of the amount of the utilities bill received that equals the percentage obtained by dividing Lessee's usage by the total usage reflected by such invoice.
11. Mechanic's Liens. Nothing herein contained shall be construed as authorizing Lessee to incur any mechanic's lien or liens against the Leased Space for any work performed, labor or materials furnished thereon. Lessee covenants and agrees to promptly pay the just claims or demands for any services performed and for materials furnished and used in connection with the Leased Space. Lessee shall, however, have the right to defend any action involving a mechanic's lien at its own expense, including the right to appeal from any verdict or judgment rendered; however, Lessee shall protect, indemnify, and save harmless Lessor from any suits, damages, claims or expenses, including attorneys fees, connected with any said mechanic's liens or other liens, aforesaid.
12. Access. Lessee shall at all reasonable times, have access to the Premises in order to gain access to the Leased Space for the purposes of installation, repair or maintenance of the Equipment.

13. Radio Emergency Radiation Regulation Compliance. Lessee agrees that it will maintain the operations of the Equipment so as to assure compliance with the relevant rules of the Federal Communications Commission (and, where applicable, the requirements of other cognizant agencies) respecting radio frequency radiation in compliance with extant ANSI provisions. Lessee further agrees that its failure to reasonably comply with this provision will be deemed a material breach of this Lease Agreement.
14. Lessee's Right of Removal. Lessee shall have the right to remove the Equipment provided the Leased Space is otherwise left in a neat, clean and safe condition, free of any damage, and further provided that Lessee has paid to Lessor all amounts owing under this Lease.
15. Inspection. Lessee agrees that Lessor may enter upon the Leased Space at all reasonable times for the purpose of inspecting the same.
16. Possession. At the expiration of the term of this Lease Agreement or upon the expiration of tenancy from any cause, Lessee will peaceably and quietly yield up and surrender the Leased Space to Lessor in as good and tenable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear excepted.
17. Default. In the event Lessee fails to pay the monthly installment of rent within five (5) days from the time said rent is due, Lessor shall give Lessee written notice of said failure to pay said rental amount and, after ten (10) days from the receipt of said notice by Lessee, if said installment of rent has not been paid, Lessor shall have the right to enter and repossess the Leased Space. In the event either party shall violate any of the other terms, conditions and/or covenants herein contained, other than non-payment of rent, as foresaid, the injured party shall give the other party written notice of said violations, defaults, or defects, and said other party shall then have thirty (30) days from the date of receipt of said notice to cure any and all such violations, defaults or defects. If such violations, defaults, or defects cannot be reasonably cured within thirty (30) days from receipt of said written notice, such violations, such violations, defaults, or defects shall be cured within a reasonable time. In the event Lessor shall repossess the Leased Space, Lessor shall have the right to remove any and all property therefrom and store same without liability for safe keeping, and for the purposes of such injury and repossession, said Lessee hereby waives any notice prescribed by law, or otherwise, to vacate Leased Space. Lessor shall have the further right to re-lease or re-rent the Leased Space to the best advantage, applying all rentals received therefrom first to any and all expenses securing possession, repairing, altering or remodeling the Leased Space or other expenses or commissions in re-renting or re-leasing the same, and applying the balance to any and all amounts that may be due from the Lessee under this Lease Agreement, and Lessee shall be liable to the

Lessor for any and all balance or deficiency remaining unpaid, and said deficiency shall be accelerated at the option of Lessor. Further, Lessee shall not remove the Equipment, or any portion thereof, at any time that Lessee is in default under this Lease Agreement. Lessor shall have a lien upon the Equipment. Lessor shall have the right, at Lessor's election, without notice to Lessee, to sell at a private, commercially reasonable sale of all or part of the Equipment for such price as Lessor may deem best and to apply the proceeds of such sale against any amounts that may be due from Lessee under this Lease Agreement, including such expenses of sale, and Lessee shall be liable to the Lessor for any and all balance or deficiency remaining unpaid, and said deficiency shall be accelerated at the option of Lessor. Under no circumstances shall Lessor be responsible for incidental or consequential damages of any nature or amount, or claims thereof, that may be alleged by Lessee or any third party by reason of Lessor's exercise of remedies described herein.

18. Assignment and Sublease. Lessee shall have no right to assign this Lease Agreement or sublet the Leased Space without the prior written consent of Lessor. Lessor shall not be required to consent to any such assignment or sublease but in the event that Lessor shall consent, no such assignment or sublease shall in any way relieve Lessee of any of its obligations hereunder.
19. Condemnation. If the whole or any part of the Leased Space is taken for any public or quasi-public use under any statute or by any right of condemnation or eminent domain, the lease term and all rights of Lessee hereunder shall immediately cease and terminate and Lessee shall have no claim against the Lessor for the value of the unexpired term nor shall Lessee have any part of the condemnation award.
20. Notices. All notices provided in this Lease Agreement to be given to the Lessor shall be considered properly and legally given to the Lessor as served upon or delivered in person or by the United States Mail, certified mail, return receipt requested to South Central Communications Corporation, P.O. Box 3848, Evansville, Indiana 47736, Attention: J. P. Engelbrecht, CEO, or to such other address as the Lessor shall designate in writing to the Lessee. All notices to be delivered to the Lessee hereunder shall be considered legally delivered or served upon or delivery in person or by the United States Mail, certified mail, return receipt requested, to Word of God Fellowship, Inc., at 3901 Highway 121 South, Bedford, Texas 76021, Attention Marcus D. Lamb, President, or to such other address as the Lessee shall designate in writing to the Lessor.
21. Non-Waiver. Lessor shall not be considered to have waived any rights, covenants or conditions under this Lease Agreement unless evidenced by the Lessor's written waiver; provided, however that a failure on the part of the Lessor to terminate this Lease Agreement, or demand to secure possession, by reason of any breach or default on the part of the Lessee shall not be deemed a waiver of, nor act

as an estoppel of, the right of the Lessor to terminate this Lease Agreement or to demand to secure possession by reason of any further, future and/or continuing breach of default on the part of the Lessee.

22. Succession. This Lease Agreement shall insure to the benefit of and be binding upon the parties hereto, their heirs, devisees, distributes, personal representatives, successors in interest and assigns.

23. Headings. The headings used in this Lease Agreement are for convenience and reference and are not to be construed as part of this Lease Agreement or used in determining the intent of the parties.

24. Entire Agreement. This Lease Agreement contains the entire agreement between the parties hereto, and no representations, inducements, promises or agreements, oral or written, made or entered into prior to the execution hereof, will alter the covenants, agreements and understandings herein set forth. No amendment hereto or modification hereof shall be valid or binding unless in writing signed by the party sought to be charged herewith.

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

SOUTH CENTRAL COMMUNICATIONS  
CORPORATION

WORD OF GOD FELLOWSHIP, INC.

By \_\_\_\_\_  
John D. Engelbrecht, President

By: Marcus James  
Title: PRESIDENT

“LESSOR”

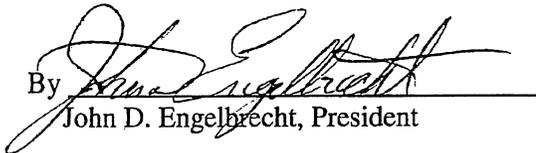
“LESSEE”

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22. Succession. This Lease Agreement shall insure to the benefit of and be binding upon the parties hereto, their heirs, devisees, distributees, personal representatives, successors in interest and assigns.
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IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

SOUTH CENTRAL COMMUNICATIONS  
CORPORATION

By:   
John D. Engelbrecht, President

“LESSOR”

WORD OF GOD FELLOWSHIP, INC.

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

Title: \_\_\_\_\_

“LESSEE”

Schedule 1.1.1(a)(v)  
Intangible Property

- Trademark and Common Law Rights to the marks: WMAK, WMAK(TV), WMAK-DT, WMAK-TV, WMAK(DT), WMAK-DT

Schedule 1.1.2  
FCC Licenses

<u>Call Sign</u>	<u>Facility ID No.</u>	<u>Type of Service</u>	<u>Expiration Date</u>
WMAK(TV)	83931	DT	08/01/2013

Schedule 1.2(d)  
Purchase Price Allocation

The Parties will agree on a purchase price allocation prior to Closing.

Schedule 1.4(f)  
Active Employees

None as of Closing.

Schedule 2.5(a)  
Permitted Liens

None

Schedule 2.10  
Cable and Satellite Matters

See attached.

<b>Cable/Satellite System</b>	<b>Communities Served</b>	<b>7 WMAK is on Channel...</b>
<b>Comcast *</b> * See attached Comcast Addendum	Knoxville, Knox County, Powell, Oak Ridge, Clinton, Norris, Oliver Springs, Anderson County, Blaine, Caryville, Clark Range, Harriman, Rockwood, Kingston, LaFollette, Lake City, Luttrell, Maynardville, Parrottsville, Townsend, Union County, Walden Creek	<b>4</b>
<b>Charter</b>	Knox County, Farragut, Seymour, Blount County, Alcoa, Maryville, Louisville, Tellico Village, Lenoir City, Loudon, Loudon County, Sevierville, Pigeon Forge, Gatlinburg, Cobbly Nob, Pittman Center, Kodak, Sevier County, Madisonville, Sweetwater, Monroe County, Morgan County, Sneedville, Crossville, Ten Mile, Wallins	<b>7</b>
<b>Charter</b>	Morristown, Hamblen County, Jefferson City, New Market, Jefferson County, Newport, Cosby, Cocke County, Bean Station, Rutledge	<b>14</b>
<b>Knology</b>	Knoxville	<b>10</b>
<b>Volvision</b>	University of Tennessee, Knoxville	<b>4</b>
<b>Adelphia</b>	Friendsville, Greenback	<b>7</b>
<b>MidSouth Cable</b>	Crossville, Pleasant Hill, Cumberland County	<b>3</b>
<b>Haywood Cablevision</b>	Swans Chapel, Talbott	<b>11</b>
<b>C&amp;C Cable</b>	Swanpond, Trosper	<b>7</b>
<b>Communicomm</b>	Tazewell, New Tazewell, Harrogate, Speedwell, Cumberland Gap	<b>17</b>
<b>Ten Mile Cable</b>	Ten Mile, Meigs County, Roane County	<b>7</b>
<b>Spring City Cable</b>	Spring City	<b>47</b>

<b>Dish Network</b>	<b>Local DMA</b>	<b>7</b>
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**DirecTV -- See attached letter**



August 16, 2012

WMAK TV, LLC and  
Tennessee TV, LLC  
220 Salters Creek Road  
Hampton, VA 23661  
Attn: David A. Hanna

RE: WMAK(TV), Knoxville, TN, FCC Facility ID Number 83931 (the "Station")

Dear Mr. Hanna,

This letter is sent to you at the request of and with the permission of Word of God Fellowship, Incorporated d/b/a Daystar Television Network ("Daystar"). Daystar has informed DIRECTV, LLC ("DIRECTV") that Daystar has entered or is in the process of entering into an agreement with WMAK TV, LLC and Tennessee TV, LLC (collectively, "Buyer") to sell the Station to Buyer. In this letter, "Must Carry Rights" means the Station owner's rights and privileges to mandatory carriage of the primary signal of the Station under and pursuant to the rules and regulations adopted by the Federal Communications Commission implementing 47 USC Sections 338, as amended.

In the event the sale and transfer of the Station is approved by the FCC and the transfer of the Station to Buyer by Daystar is consummated, any waiver of Must Carry Rights that were in existence pursuant to any agreement between Daystar and DIRECTV shall be considered vacated. Notwithstanding the fact that the must carry election for the Station may not have met the technical requirements for an election for carriage as outlined in the must carry rules, once the waiver of Must Carry Rights is considered vacated, DIRECTV agrees it shall carry the Station as though it made a proper and valid must carry election. The Station then shall be entitled to avail itself of all Must Carry Rights. However, the Station must provide DIRECTV notice of the consummation, and DIRECTV agrees to commence carriage of the Station pursuant to the must carry rules, after such notice has been received.

Sincerely,

A handwritten signature in blue ink that reads "Linda Burakoff".

Linda Burakoff  
Vice President  
Programming Acquisitions

**Comcast Addendum**  
To Schedule 2.10

Seller has entered into an Affiliation Agreement (herein so called) dated as of April 28, 2005 with Comcast Cable Communications, LLC (“Comcast”) that waives the Station’s must carry rights with respect to all Comcast cable operations and such waiver of the Station’s must carry rights is binding on the Buyer after Closing. Comcast has agreed to release the Station from all applicable requirements in the Affiliation Agreement upon the execution by Buyer of the Retransmission Agreement (herein so called) attached to this Comcast Addendum and as described in that certain letter from Comcast to Seller dated September 7, 2012 (“Comcast Letter”), a copy of which is attached to this Comcast Addendum.

[Balance of page left blank intentionally. A copy of the Comcast Letter and Retransmission Agreement follow.]



September 7, 2012

via e-mail and overnight mail  
arnold.torres@daystar.com

Mr. Arnold Torres  
Daystar Television Network  
3901 Highway 121  
Bedford, TX 76021

Dear Mr. Torres:

This letter is in response to our conversations relating to the potential sale (the "Potential Sale") of the assets used in the operation of the broadcast television station WMAK (TV), channel 7, Knoxville, Tennessee (the "Station").

Pursuant to Section 5.12 of that certain Affiliation Agreement, dated as of April 28, 2005 (as amended, the "Agreement"), by and between Word of God Fellowship, Inc. d/b/a Daystar Television Network and Comcast Cable Communications, LLC ("Comcast"), Comcast has determined that, in order to secure the retransmission consent rights related to the Station after the consummation of the Potential Sale, Comcast shall require the purchaser of the Station to enter into a separate carriage agreement on similar terms and conditions as contained in the Agreement.

I have attached a carriage agreement, which would be executed in advance of the consummation of the Potential Sale and would be effective only upon the consummation of the Potential Sale. Please note that Section 3.2 of the attached carriage agreement includes the additional "must-carry like" carriage provision we previously discussed.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "M. Nissenblatt", with a long horizontal line extending to the right.

Michael Nissenblatt

cc: John T. Lynch, IV; Adams, Lynch & Loftin, P.C.  
Tom McFadden, Comcast Cable-Philadelphia

## RETRANSMISSION CONSENT AGREEMENT

This Agreement ("Agreement") is made as of the \_\_\_th day of \_\_\_\_\_, 2012 ("Agreement Effective Date"), by and between \_\_\_\_\_ ("Licensee"), licensee of broadcast television station WMAK (TV), channel 7, Knoxville, Tennessee ("Station"), and Comcast Cable Communications, LLC, a Delaware limited liability company with offices at One Comcast Center, Philadelphia, Pennsylvania 19103, on behalf of one or more of its affiliated entities ("Operator").

WHEREAS, Station transmits a Digital Signal (as defined below) to certain franchise or service areas of Operator; and

WHEREAS, as of the Agreement Effective Date, Operator retransmits Station's Digital Signal on the System(s) (as defined below) set forth in Exhibit A, attached hereto.

NOW, THEREFORE, in consideration of the mutual promises, agreements and representations contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Term.** The "Term" shall consist of the Initial Term (as defined below) and each Renewal Term (as defined below), if any. The "Initial Term" is the period commencing as of Agreement Effective Date and ending December 31, 2019, unless earlier terminated in accordance with the terms of this Agreement. This Agreement shall automatically renew for successive renewal periods (each, a "Renewal Term") after the expiration of the Initial Term and each Renewal Term, unless (i) this Agreement is terminated earlier in accordance with the terms hereof, or (ii) Operator provides written notice to Station of its intent to terminate this Agreement effective at the end of the Initial Term or such Renewal Term, as applicable, which notice shall be given a minimum of thirty (30) days prior to the end of the Initial Term or any Renewal Term, as applicable. Each Renewal Term shall be for a period of five (5) years.

2. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

"Additional System": Any System (as defined below) in Station's DMA (as defined below), (or outside of Station's DMA that retransmits Station's Digital Signal at the time of such acquisition), in which Operator acquires or establishes Ownership Criteria. Such Additional System(s) shall be added to, and governed by, this Agreement as of the date such cable system(s) are acquired.

"Digital Signal": The digital television signal (including, without limitation, the Program Transport Stream (as defined below) that is the Digital Simulcast Signal (as defined below)) transmitted by Station over-the-air.

"Digital Simulcast Signal": The portion of the Digital Signal, transmitted in standard-definition format, that consists of the principal video and related audio portion of a single one-way channel ("Program Transport Stream") that is the

Program Transport Stream that Station designates in accordance with the requirements of Section 73.624(b) of the FCC's rules, and applies such designation consistently with respect to (x) all other distributors of Station's Digital Signal, and (y) this Agreement, together with associated Program-Related Material (as defined below).

"Program-Related Material": The following material: (i) closed-captioning information, (ii) program identification codes, (iii) program ratings information, (iv) an alternative language feed, and (v) such other material as may be essential to or necessary for the delivery or distribution of the Digital Signal in a digital form.

"System": Each cable television system in Station's Designated Market Area (the "DMA") or outside of Station's DMA where Station's Digital Signal is carried on an Operator cable system as of the Agreement Effective Date (or on an Additional System at such time such Additional System is added to this Agreement as a System) in which Operator, or any entity controlling, controlled by, or under common control with Operator, now or hereafter, (i) owns or has the right to convert into or acquire, directly or -indirectly, a minimum of twenty percent (20%) of such system; or (ii) has been granted management authority over any such system ("management authority" shall include, at a minimum, the authority to select program services) ((i) or (ii) above being hereinafter referred to as "Ownership Criteria"). "System" shall also be deemed to include any SMATV, MMDS, LMDS, MDS, microwave, OVS or VDT television system meeting the Ownership Criteria.

### 3. **Grant of Rights; Retransmission of Signals.**

3.1 Grant of Rights. Each of Licensee and Station hereby grants to Operator, subject to the terms and conditions of this Agreement, a non-exclusive license and right to retransmit Station's Digital Signal (including without limitation the Digital Simulcast Signal) over the Systems.

3.2 Waiver of Must-Carry Rights. In consideration of, and subject to, Operator's performance of its obligations herein, and throughout the Term, each of Licensee and Station hereby waives and agrees to forego and not to enforce or pursue any Must-Carry (as defined below) rights, where applicable, pursuant to 47 C.F.R. § 76.56 *et seq.* or any other statutes, rules, or regulations pursuant to which Licensee and/or Station may enforce carriage of Station's Digital Signal on the Systems ("Must-Carry"). Notwithstanding anything to the contrary contained in this Agreement, with respect to Systems that retransmit Station's Digital Signal as of Operator's receipt of an Alternative Carriage Notice (as defined below), to the extent that Station (x) desires to be retransmitted on all such Systems consistent with Must-Carry in lieu of the carriage obligations contained in this Agreement (except as provided below) during any three (3) year election/carriage cycle, and (y) has notified Operator no later than one-hundred-twenty (120) days

prior to the start of the applicable election/carriage cycle of Station's desire to be carried consistent with Must-Carry (such notice. "Alternative Carriage Notice"), then Operator shall retransmit the Digital Signal consistent with Must-Carry; provided that (i) with respect to the current 2012-14 election cycle, notwithstanding anything to the contrary in this Section 3.2, Station may deliver an Alternative Carriage Notice to Operator no later than ninety (90) days following the Agreement Effective Date, (ii) with respect to carriage of the Digital Simulcast Signal in high-definition format in accordance with a Alternative Carriage Notice, a System shall have four (4) months from Operator's receipt of such Alternative Carriage Notice to launch the Digital Simulcast Signal in high-definition format, and (iii) with respect to channel positioning, notwithstanding Operator's obligation to retransmit the Digital Signal consistent with Must-Carry pursuant to this Section 3.2, Operator has no obligation to retransmit the Digital Simulcast Signal on a channel position as may be required under Must-Carry, provided that such System retransmits the Digital Simulcast Signal on a cable channel in the same general neighborhood as the digital simulcast signal of other broadcast television stations licensed to a community in Station's DMA (*i.e.*; cable channel 4 as of the date of this Agreement). The conditions set forth under this Section 3.2 shall apply to Licensee, Station and successive owners and managers of Station (including without limitation purchasers, transferees and/or assignees of Station).

3.3 Notwithstanding anything contained herein, Operator shall have the right to cease carriage of the Digital Signal (or any portion(s) thereof) on any System (or portion(s) thereof) outside of Station's DMA.

4. **Delivery.** Operator may, in its sole discretion at any time, designate the channel upon which Station is carried in each System. The Digital Simulcast Signal shall be delivered by Station to the headend of the applicable System in standard-definition digital format utilizing no more than a 4 megabits per second data stream. All portions of the Digital Signal shall be contained within a maximum 19.4 megabits per second data stream. Notwithstanding the foregoing or anything to the contrary in this Agreement, it is understood that (i) only subscribers that have the necessary equipment to process and display the Digital Signal (*e.g.*, a digital set-top box) will be able to view the Digital Signal (or any portion(s) thereof), and (ii) customer premises equipment, including but not limited to set-top boxes and television sets, may not be compatible with the Digital Signal and Operator shall have no responsibility for the ability or performance of such equipment, whether provided by Operator or the subscriber, to process or display the Digital Signal as delivered by Operator. At Station's sole cost, Station shall deliver its Digital Signal to the headend of the applicable System in a digital form compliant with current Advanced Television Systems Committee standards. Station may deliver, and Operator will pass through, PSIP information in compliance with applicable FCC rules and technical standards agreed upon by the National Cable and Telecommunications Association and the Consumer Electronics Association. To the extent Station's Digital Signal (or any portion(s) thereof) is retransmitted by any System(s), such System(s) shall have the right to (a) remodulate the Digital Signal (or any portion(s) thereof) and package the Digital Signal with other signals, and (b) digitize, compress, reformat, transcode or otherwise technologically manipulate the

Digital Signal (or any portion(s) thereof), provided that, in an average viewer's perception, such technological manipulation does not materially degrade the Digital Signal (except as otherwise expressly permitted in this Agreement). The quality of the Digital Signal on each System shall be of comparable quality with that of other similarly formatted digital broadcast television signals carried by Operator on such System (but it shall not be required to be better than the Digital Signal as received from Station). Operator retains and reserves all rights in and to all signal distribution capacity within the bandwidth of the Digital Signal other than the bandwidth used at any given time for the distribution of the Digital Signal ("Ancillary Signal Capacity"). Nothing contained herein shall restrict Operator or the Systems from using any or all of the Ancillary Signal Capacity by any means and for any purpose.

5. **Divestiture of Station.** In the event Licensee intends to sell, transfer or otherwise dispose of Station and/or Station's broadcast license, Licensee shall give Operator reasonable prior written notice thereof. Operator shall have forty-five (45) days after receipt of such written notice to (a) require Licensee and Station to ensure that such purchaser, transferee or successor of Station will assume all rights and obligations of Licensee and Station under this Agreement; (b) require the purchaser, transferee or successor to enter into a separate retransmission consent agreement on similar terms and conditions as contained in this Agreement; or (c) terminate this Agreement.

6. **General Terms and Conditions.**

6.1 Each of Licensee and Operator represents and warrants to the other that it has the authority to enter into this Agreement and to perform all of its obligations hereunder.

6.2 Licensee and Station will indemnify and hold harmless Operator, its parent, subsidiary, and affiliated companies and entities and their officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of (i) the distribution of and the content of the Digital Signal of Station (including but not limited to allegations of libel, slander or defamation, violations of trademark, copyright, right of privacy or publicity, or literary or dramatic right of any person); and (ii) any breach of any covenant, representation or warranty made hereunder by Licensee and/or Station.

6.3. **Force Majeure.** Licensee and Station shall not be liable to Operator for failure to supply the Digital Signal, nor shall Operator be liable to Licensee or Station for failure to provide the Digital Signal or any part thereof to subscribers, by reason of any act of God, labor dispute, breakdown of facilities, legal enactment, governmental order or regulation, or any other cause beyond their respective control.

6.4 **Default and Termination.** Except as otherwise set forth herein, if either party hereto defaults in the performance of any of its obligations hereunder or breaches any representation or warranty and such default shall not be cured within thirty (30) days after written notice thereof; or if either party hereto becomes insolvent, or if a petition under any bankruptcy act shall be filed by or against such party (which petition, if filed against such party, shall not have been dismissed within thirty (30) days thereafter); or if either

party hereto executes an assignment for the benefit of creditors, or if a receiver is appointed for the assets of either party hereto; or if either party hereto takes advantage of any insolvency or any other like statute (any of the above acts are hereinafter called an "Event of Default"), then the other party hereto may, in addition to any and all other rights which such party may have, terminate this Agreement by giving written notice to the defaulting party at any time after the occurrence of an Event of Default, in which event all rights and privileges granted to such party hereunder (including without limitation any authorization granted to Operator) shall forthwith cease and terminate. A default which is not capable of being cured within thirty (30) days shall not be deemed an Event of Default if the defaulting party has taken all reasonable steps to commence curing such default within such thirty (30) day period and thereafter diligently proceeds to cure such default.

**6.5 Reservation of Rights.** All rights not specifically granted to Operator hereunder in and to the Digital Signal are reserved to Station for Station's use, disposition and exploitation.

**6.6 Notices.** All notices and other communications given hereunder shall be made in writing, by personal delivery, or by mailing the same by postage prepaid by registered or certified mail return receipt requested, or by Federal Express or similar overnight delivery service, to the other party hereto, at the following address (unless either party hereto at any time or times designates another address for itself by notifying thereof by certified mail, in which case all notices to such party thereafter shall be given at its most recently so designated address):

to Licensee and/or Station:                    WMAK (TV)  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

to Operator:                                    Comcast Cable Communications, LLC  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19103-2838  
Attention: Vice President, Broadcaster Relations  
Attention: General Counsel

Notice given by personal delivery shall be deemed given on delivery. Notice given by mail shall be deemed given on the earlier to occur of actual receipt thereof or on the fifth (5th) day following mailing thereof in accordance with the notice requirements of this Section 6.6. Notice given by Federal Express or similar overnight delivery service shall be deemed given on the next business day following delivery of the notice or report to such service with instructions for overnight delivery.

**6.7 Assignment.** Licensee's and Station's rights and obligations under this Agreement shall not be assigned to any third party without the prior written consent of Operator,

which may be withheld by Operator in its sole and absolute discretion. The parties hereto acknowledge and agree that the subject matter of this Agreement concerns intellectual property and trade secrets, and Operator is relying on the personal services of Licensee and Station to deliver the programming subject matter provided by this Agreement. As such, the parties hereto intend that the obligations and performance of Licensee and Station under this Agreement involve a relationship of personal confidence that must be exercised by Licensee and/or Station alone, and not be assigned to any third party without Operator's prior written consent, which may be withheld by Operator in its sole and absolute discretion. Licensee's and Station's agreement and acknowledgment of the nature of this Agreement as set forth above constitutes material inducement for Operator to enter into this Agreement. In addition, subject to Operator's consent as set forth above, Licensee and/or Station shall assign this Agreement to any entity which merges with Licensee and/or Station, as applicable. Operator agrees to notify Station in the event that Operator assigns this Agreement.

**6.8 Waivers.** Any waiver by either party hereto of any breach or any term or condition hereof shall be effective only if in writing and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition of this Agreement.

**6.8 Entire Agreement.** This Agreement and any Exhibits attached hereto set forth the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and supersede all prior understandings and communications between the parties hereto, oral or written, including but not limited to certain Affiliation Agreement, dated as of April 28, 2005, by and between Word of God Fellowship, Inc. d/b/a Daystar Television Network and Operator (as such agreement pertains to the Station) and that certain Retransmission Consent Agreement, dated as of September 16, 2004, by and between Operator and Station. Each of the parties hereto acknowledges that it shall have no right to rely upon any amendment, promise, modification, statement or representation made or occurring subsequent to the execution of this Agreement, unless such amendment, promise, modification, statement or representation is expressly set forth in a written instrument signed by a duly authorized representative of the other and dated subsequent to the date of the execution and delivery of this Agreement.

**6.9 No Third Party Beneficiaries.** The provisions of this Agreement are not intended to be for the benefit of any third party, and no third party (including, without limitation, any subscriber) shall be deemed to have any privity of contract with either of the parties hereto by virtue of this Agreement or the delivery of the Digital Signal.

**6.10 Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts entered into and fully performed therein. Each of Licensee and Station hereby (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in the City of Philadelphia, (ii) waives any objection which each of Licensee and Station might have now or hereafter to the venue of any such litigation, action or proceeding, (iii) irrevocably submits to the jurisdiction of any such court in any such

litigation, action, or proceeding, and (iv) hereby waives any claim or defense of inconvenient forum.

**6.11 Confidentiality.** Each of the parties hereto and their respective employees and agents have maintained and will maintain, in confidence, the terms and conditions of this Agreement (but not its existence), as well as all information of all kinds, except: (i) at the written direction of such party; (ii) to the extent necessary to comply with law or a valid order of a court of competent jurisdiction, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall in all cases seek confidential treatment of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors and its attorneys, or to potential financing entities or investors, provided such parent company, auditors, attorneys and potential financing entities or investors agree to be bound by the provisions of this Section 6.11; or (iv) in order to enforce its rights pursuant to this Agreement. Neither party hereto shall issue any press release or other public statement regarding this Agreement or its subject matter without the prior written approval of the other party.

**6.12 Relationship.** Nothing contained herein shall be deemed to create a relationship of joint venture, principal and agent, or partnership between the parties hereto and neither party hereto shall hold itself out to the contrary.

**6.13 Headings.** Section headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this Agreement.

**6.14 Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same original.

**6.15 Severability.** The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein; provided, however, that both parties hereto shall negotiate in good faith with respect to an equitable modification of the provision, or application thereof, held to be invalid and provisions logically related thereto.

**6.16 No Inference Against Author.** Licensee, Station and Operator each acknowledge that this Agreement was fully negotiated by the parties hereto and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

**6.17 Non-Recourse.** Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that each and every representation, warranty, covenant, undertaking and agreement made in this Agreement,

was not made nor intended to be made as a personal representation, undertaking, warranty, covenant, or agreement on the part of any incorporator, stockholder, director, officer, partner, employee or agent, past, present or future, or any of them and any recourse, whether known or unknown, in common law, in equity, by statute or otherwise, against any of them is hereby forever waived and released.

**6.18 No Reliance.** The parties hereto acknowledge that (i) nothing contained in this Agreement or otherwise shall obligate the parties hereto to enter into any further business relationship or agreement, and (ii) neither party hereto is relying on the other party in operating and/or developing its respective businesses. Except as expressly set forth in this Agreement, there shall be no obligation whatsoever on the part of either party hereto, unless agreed to in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Effective Date.

_____	<b>COMCAST CABLE</b>
<b>Licensee, on behalf of itself and Station</b>	<b>COMMUNICATIONS, LLC</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____

**EXHIBIT A**

<u>System</u>	<u>Cable Ch. #</u>
Fairfield Glade, TN	4
Knoxville, TN	4
Lafollette, TN	4
Oak Ridge, TN	4
Townsend, TN	4