CHANNEL AND FACILITIES SHARING AGREEMENT

THIS CHANNEL AND FACILITIES SHARING AGREEMENT (this "Agreement") is made as of January 5, 2016 among LocusPoint WSPY Licensee, LLC, and LocusPoint WSPY Op, LLC, each a Delaware limited liability company (collectively, "LPN") and Trinity Christian Center of Santa Ana, Inc. aka TCCSA, Inc. (d/b/a Trinity Broadcasting Network), a California non-profit religious corporation ("Trinity").

Recitals

A. LPN owns and operates the following television broadcast station, including its primary and all multicast streams (the "LPN Station") pursuant to licenses issued by the Federal Communications Commission (the "FCC"):

WLPD-CD, Plano, IL (FCC Facility ID No. 189058)

B. Trinity owns and operates the following television broadcast station, including its primary and all multicast streams (the "Trinity Station") pursuant to licenses issued by the FCC:

WWTO-TV, La Salle, IL (FCC Facility ID No. 998)

C. The parties desire to participate in the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)) ("Incentive Auction");

D. Assuming Sharing Participation (defined below), the parties intend, through this Agreement, to advance the channel sharing policy promoted by the FCC to encourage broadcaster participation in the Incentive Auction, and to establish the parameters for their respective participation in the Incentive Auction with the goals of (i) sharing the proceeds generated from such participation, (ii) retaining an FCC license and associated spectrum usage rights to broadcast and maintain cable carriage after the Incentive Auction, and to realize potential future spectrum value, and (iii) improving operational efficiencies post-auction and, if possible, enhancing broadcast coverage.

E. Subject to Sharing Participation, a party will relinquish the spectrum usage rights associated with the current television channel used by its station, with the parties (and potentially other parties) sharing the television channel currently used by the other party's station (the "Shared Channel") with the right to use the capacity of the Shared Channel (the "Capacity Rights") allocated as set forth in Article 2 below;

F. The parties desire to set forth their agreement with respect to the matters set forth herein, including an agreement on how revenues received from the Incentive Auction will be applied and to provide for possible joint use of the Shared Channel and shared facilities;

G. Subject to Sharing Participation, the parties will share certain transmission equipment (the "Shared Transmission Facilities") currently located at a transmitter site (the "Transmitter Site") as set forth in this Agreement; and

H. The parties desire to enter into an agreement in accordance with the FCC's *Report and Order* adopted in GN Docket No. 12-268 (rel. June 2, 2014) (the "*Incentive Auction Order*"), and the *Report and Order* adopted in ET Docket No. 10-235 (rel. April 27, 2012) and the *First Order on Reconsideration* adopted in GN Docket No. 12-268 and MB Docket No. 15-137 (rel. June 12, 2015) (together the "*Channel Sharing Orders*"), including without limitation the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (with the *Incentive Auction Order* and the *Channel Sharing Orders*, and all other current or subsequently adopted FCC rules, orders and public notices pertaining to channel sharing agreements, the "Channel Sharing Rules") on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: AUCTION PARTICIPATION

1.1. Term. The term of this Agreement (the "Term") will begin on the date of this Agreement and, unless extended or earlier terminated in accordance with this Agreement, will continue until:

(a) subject to Sharing Participation, the date thirty (30) years after the date of this Agreement, which Term shall thereafter automatically renew for successive periods of equal length, unless either party gives written notice of non-renewal at least 180 days prior to the end of the then-current Term or unless earlier terminated in accordance with this Agreement; or

(b) at any time prior to Sharing Participation, upon the first to occur of: (i) the date both parties exit from the Incentive Auction consistent with the Auction Plan (defined below) or (ii) if Dual Auction Participation occurs, the date Incentive Auction revenue is disbursed to the parties as provided by Section 1.2(c).

1.2. Auction.

(a)

(b)

(c)

(d) Applications. The parties shall timely file and thereafter diligently prosecute applications (the "FCC Applications") to participate in the Incentive Auction consistent with the Auction Plan, and shall thereafter make commitments and elections or withdraw consistent with the Auction Plan, all on a timely basis and in the manner prescribed by the FCC. The FCC Applications shall comply with the rules and procedures adopted by the FCC for participation in the Incentive Auction. The parties shall cooperate in good faith with respect to the FCC Applications and the Incentive Auction, and each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Applications, and shall furnish all information required by the FCC. Each party shall notify the other party of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Each party shall furnish the other such information and assistance as may be reasonably requested in connection with the preparation of the FCC Applications. Except as contemplated by the Auction Plan, neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC Applications. The parties shall also cooperate to obtain any other governmental consents necessary to complete the transactions contemplated hereby, including, if applicable, making timely filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and obtaining clearance thereunder, including early termination of any applicable waiting period.

(e) Other FCC Filings. Subject to Sharing Participation, the appropriate party or parties shall promptly and timely file with the FCC and diligently prosecute:

(i) an application for any community of license modification necessary for operation of the Trinity Station and the LPN Station on the Shared Channel;

(ii) any necessary minor change application for a construction permit for the Shared Channel, and

(ii) applications for covering licenses for operation of the Trinity Station and the LPN Station on the Shared Channel.

The parties shall cooperate in good faith with respect to such applications, and each party shall promptly provide the other with a copy of any pleading, order or other document filed with or served on it relating to such applications, and shall furnish all information required by the FCC or reasonably requested by the other party in connection with their preparation and prosecution of such applications.

(f) Repacking. If after the Incentive Auction the FCC moves the Shared Channel to a different frequency (the "Repacking"), the parties shall mutually determine any modifications needed to the Shared Transmission Facilities, shall modify the existing Shared Transmission Facilities or procure new Shared Transmission Facilities as reasonably necessary to implement the Repacking, shall seek reimbursement from the FCC for all reimbursable costs and expenses incurred in connection with or arising out of the Repacking, and Trinity shall be responsible for any unreimbursed costs.

(g) Communications. Each party represents and warrants to the other that it (i) has read and understands and the FCC's rules regarding prohibited communications, (ii) has complied and will continue to comply with such rules, and (iii) has established guidelines, procedures and plans to ensure compliance therewith, including use of separate and screened bidding teams when necessary.

(h) Shared Channel and Facilities. Subject to Sharing Participation, for a term (the "Shared Use Term") commencing simultaneously with relinquishment of the spectrum usage rights currently associated with the relinquished channel and continuing thereafter for the balance of the Term, the parties shall share the Shared Channel and the Shared Transmission Facilities as provided by Article 2, Article 3 and the other terms of this Agreement. If Trinity Station Auction Participation occurs, the parties further agree as follows:

(1) Concurrently with commencement of the shared use of the Shared Channel (the "Transfer Time"), subject to any necessary landlord consent, LPN shall assign and convey, and Trinity shall assume, the following assets (the "Transfer Assets"):

(i) the transmitter site lease of the LPN Station (the "LPN Lease"); and

(ii) the equipment set forth on the list delivered by LPN to Trinity pursuant to Section 3.1(b) below.

(2) LPN makes no representation or warranty with respect to the Transfer Assets, all of which are hereby waived by Trinity. Such conveyance shall be made at the Transfer Time by:

(i) a customary lease assignment and assumption; and

(ii) a quitclaim bill of sale.

(3) The parties shall:

(i) execute such other documents and agreements and take such other actions as may be reasonably necessary to consummate such conveyance and assumption;

(ii) use commercially reasonable efforts to obtain any necessary landlord consent to: (A) such assignment and assumption of (and release of LPN from) the LPN Lease, and (B) the shared use contemplated by this Agreement.

(4) Subject to expense reimbursement as provided by this Agreement, LPN shall be responsible for and shall indemnify and hold Trinity harmless from, all obligations and liabilities arising under the LPN Lease or from ownership or operation of such other Transfer Assets prior to the Transfer Time, and Trinity shall be responsible for and shall indemnify and hold LPN harmless from, all obligations and liabilities arising under the LPN Lease or from ownership or operation of such other Transfer Assets after the Transfer Time.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, during the Shared Use Term the parties shall share the 6 MHz Shared Channel (*i.e.,* the 19.39 Megabits per second ("Mb/s") of data capacity under the current ATSC system), as set forth in subsections (a) and (b) below, the other terms of this Agreement, and the Engineering Plan attached hereto as Schedule 2.1, which may be modified from time to time by mutual written agreement of the parties. Each channel sharing licensee shall retain sufficient Capacity Rights to allow it to provide at least one Standard Definition (SD) over-the-air program stream at no direct charge to viewers at all times.

(a) Fixed Allocation: Except as may be modified from time to time pursuant subsection (b) below, Trinity shall be entitled to Capacity Rights for its broadcast needs amounting to fifty percent (50%) of the data capacity of the Shared Channel, and LPN shall be entitled to Capacity Rights for its broadcast needs and/or the broadcast needs of its counterparty(ies) in any Sub-Sharing Agreement(s) (as defined in Section 2.5 below) amounting to fifty percent (50%) of the data capacity of the Shared Channel. Other than the required common Program and System Information Protocol ("PSIP") information, each party may set the bit rates it elects for audio, video or other ancillary data to be broadcast on its television station using the Shared Channel. The parties shall allocate the requisite amount of bits of the Shared Channel for the common PSIP information necessary to provide the required tuning and guide

information such that: (i) the bits devoted to the common requirements will be deducted equally from each party's bit allowance; (ii) the parties shall mutually agree to the minimum number of days of Event Information Table ("EIT") information to be provided; and (iii) the parties acknowledge that a number of null packets may be required for television receivers to respond properly (and the amount of required null packets shall be deducted equally from each party's bit allowance), and the parties shall cooperate to ensure proper reception and decoding of the signal. Notwithstanding anything herein to the contrary, each party may elect to make a portion of their bit allowance on the Shared Channel available to the other for use under mutually agreed upon terms.

(b) Variable Allocation: The parties shall cooperate in a good faith attempt to implement a mutually-beneficial weighting system as allowed by the encoding pool to allow each party to prioritize its program streams rather than use a fixed allocation of bits of the Shared Channel. In connection therewith, (i) each party will designate one program stream with the highest priority and (ii) other sub-channels will have a lesser priority as mutually agreed by the parties based on empirical testing by the parties, and the parties shall cooperate to devise a system that produces the best results for each party with minimum picture degradation. In the event the parties are unable to agree on a system, then the parties shall implement a fixed allocation of bits of the Shared Channel for their respective broadcast needs as set forth in subsection (a) above.

2.2. Encoding. The parties may elect to have separate encoding facilities and have one combiner to join the separate streams together for transmission if technically possible, or the parties may elect to have one encoding pool. Each party shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 2.1. Each party shall make all records of such encoding available to the other upon written request during normal business hours.

2.3. Changes to Allocation. In the event that a new standard of modulation is implemented during the Shared Use Term, the parties shall cooperate to divide the available bandwidth on a basis consistent with this Agreement.

2.4. Transmission. During the Shared Use Term, the owner of the Shared Transmission Facilities shall transmit content provided by LPN (and any counterparty to a Sub-Sharing Agreement) using the Shared Transmission Facilities. Except as provided herein, the owner of the Shared Transmission Facilities shall not alter the supplied content; provided, however, that it may: (i) encode, compress and/or modulate the content as required to multiplex together the parties' content streams using the parameters agreed to in this Agreement, and (ii) combine the EIT and other information into a common PSIP format for transmission as agreed to in this Agreement.

2.5 Capacity Use and Sub-Sharing. Each party shall have the right to use its allocated capacity on the Shared Channel in any way it sees fit in accordance with this Agreement (subject to compliance with the Channel Sharing Rules, and with all FCC and other applicable laws), including (i) broadcasting one high definition ("HD") stream and one SD stream or multiple SD streams, and (ii) broadcasting licensed third party content, provided that (A) a third party

programmer shall not have any rights of access to the Shared Transmission Facilities without the prior approval of both parties, which such approval shall not be unreasonably withheld; and (B) a party transmitting multiple streams shall be responsible for the capital or operating costs directly associated with adding such streams. LPN shall have the right to enter into additional channel sharing agreements within its allocated capacity with third-party FCC-licensees who may join this Agreement (each an "Additional Channel Sharee") on terms and conditions consistent with this Agreement and otherwise as may be agreed by LPN and the Additional Channel Sharee ("Other Agreements") in their sole discretion, but in each case LPN and the Additional Channel Sharee shall remain responsible for their compliance with obligations under the Other Agreements. An Additional Channel Sharee who joins this Agreement (i) shall reimburse Trinity for a pro rata share of operating expenses under Section 3.5 (based on its relative share of total Shared Channel capacity) and (ii) shall not have the right to enter into any sharing agreement or arrangement with respect to its spectrum capacity.

2.6. FCC Licenses.

(a) Authorizations. Each party represents and warrants to the other that it has obtained all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective station. Each party shall maintain all necessary licenses, approvals and authorizations in full force and effect during the Term. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party. During the Shared Use Term, each party will promptly notify the other of any material communications to or from the FCC that relate to either the Shared Channel or to a station's operations which may require coordination to minimize any disruptions to operations which may affect both parties' stations.

(b) Compliance with Law. LPN shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of the LPN Station and its use of the Shared Channel, and Trinity shall comply with this Agreement, the Channel Sharing Rules and with all FCC and other applicable laws with respect to its ownership and operation of the Trinity Station and its use of the Shared Channel. LPN shall be solely responsible for all content it transmits on the Shared Channel, and Trinity shall be solely responsible for all content it transmits on the Shared Channel. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. In addition, during the Shared Use Term, the parties shall comply with all laws and leases, licenses or similar agreements applicable to the Shared Transmission Facilities and the Transmitter Site.

(c) Control. Consistent with FCC rules, LPN shall control, supervise and direct the day-to-day operation of the LPN Station (including LPN's employees, programming and finances), and Trinity shall control, supervise and direct the day-to-day operation of the Trinity Station (including Trinity's employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither party shall hold itself out as the licensee of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party a present ownership interest in the other party's station. Neither party shall use the call letters of the other's television station in any medium.

(d) FCC Fees. Each party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel, including without limitation regulatory fees and application fees.

(e) Cooperation. During the Shared Use Term, each party shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Shared Transmission Facilities that do not deprive it of benefits under this Agreement or require it to incur obligations or liabilities not contemplated by this Agreement. During the Shared Use Term, neither party shall take any action that interferes with or is reasonably likely to interfere with the other's use of capacity on the Shared Channel or the Shared Transmission Facilities as contemplated by this Agreement. Nothing in this Agreement is intended to prohibit either party, at its expense, from implementing new transmission systems or new technical standards for its television station using the Shared Channel, unless any such new system or standard could reasonably be expected to materially adversely affect the other party's station or the Shared Channel, in which event the other party's consent shall be required prior to implementing such new system or standard.

(f) Channel Sharing Rules. The parties acknowledge that after the date of this Agreement, the FCC may adopt additional rules and regulations with respect to the Incentive Auction. From time to time, promptly following the adoption of any such additional rules and regulations and prior to filing the FCC Applications, the parties shall reasonably cooperate and may (but are not required to, except as necessary to comply with applicable law) amend, modify or restate this Agreement to take into account such changes in FCC rules and regulations.

ARTICLE 3: POST-AUCTION OPERATIONS

The terms of this Article 3 shall be effective only upon Sharing Participation and during the Shared Use Term.

3.1. Transmission Facilities.

(a) Operations. The owner of the Shared Transmission Facilities shall provide the other with access to and use of the Shared Transmission Facilities and the Transmitter Site 24 hours per day, seven days per week, subject to the terms of any applicable transmitter site lease (if applicable, the "Transmitter Site Lease"). No party shall act contrary to the terms of any applicable Transmitter Site Lease, permit to exist any lien, claim or encumbrance on the Shared Transmission Facilities or leasehold rights under any applicable Transmitter Site Lease, make material alterations to the Shared Transmission Facilities (other than in compliance with Section 3.5), or interfere with the business and operation of the other's television station or the other's use of such facilities. Each party may use the Shared Transmission Facilities and the Transmitter Site only for the operation of its television station in the ordinary course of business and for no other purpose. Each party shall comply in all material respects with all federal, state and local laws applicable to its operations using the Shared Transmission Facilities and the Transmitter Site. Subject to expense sharing under Section 3.5, during the Shared Use Term, the owner of the Shared Transmission Facilities shall maintain customary insurance covering the full replacement cost of the Shared Transmission Facilities

with a reputable insurance company and with the other party as an additional insured. All proceeds of such insurance applied to repair or replace the Shared Transmission Facilities.

(b) Shared Transmission Facilities. A description of the applicable Transmitter Site and a list of material items of equipment included in the Shared Transmission Facilities as of the date of this Agreement (i) that will be shared if Trinity Station Auction Participation occurs has been delivered by LPN to Trinity, and (ii) that will be shared if LPN Station Auction Participation occurs has been delivered by Trinity to LPN. During the Shared Use Term, subject to expense sharing under Section 3.5, the equipment owner shall maintain and repair the Shared Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep the other reasonably informed as to all material repairs to such facilities. The shared use under this Agreement does not constitute a conveyance of title. Neither party shall damage or interfere with the Shared Transmission Facilities or move or modify them other than in compliance with Section 3.5. If at any time the Shared Channel is off the air or operating at a reduced power level, the equipment owner shall return the Shared Channel to the air and restore power as promptly as possible.

(c) Exclusive Equipment. Each party may install equipment owned solely by it at the Transmitter Site that is acceptable to the other (which consent shall not be unreasonably withheld, delayed or conditioned). Each party shall maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with good engineering practices customary in the television industry. Title to all such equipment shall remain solely with the owner thereof, and the other party shall not move, repair, damage or interfere with any such equipment without the consent or the party that owns or leases the equipment. Each party shall comply with the terms of any applicable Transmitter Site Lease with respect to such exclusively owned or leased equipment.

(d) Contractors. All contractors and subcontractors of each party who perform any service for it at the Transmitter Site or any other shared facilities shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in the state where the Transmitter Site or such other shared facility is located.

(e) Hazardous Materials. Each party shall: (i) comply with all environmental laws applicable to its operations from the Transmitter Site and any other shared facilities, (ii) not cause or permit the release of any hazardous materials on, to or from the Transmitter Site or any other shared facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmitter Site or any other shared facilities to any permit requirements for storage, treatment or disposal of hazardous materials and (iv) not dispose of hazardous materials on the Transmitter Site or any other shared facilities except in compliance with applicable law.

3.2. Interference. Each party shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations at the Transmitter Site or any other shared facilities or enter into any third-party

agreements that could reasonably be expected to impair, or interfere in any material respect with, the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall take all commercially reasonable steps to correct such interference in all material respects as promptly as possible, and in any event within two calendar days of notice of such interference.

3.3. Cooperation. In the event it is necessary for a party to reduce, limit or temporarily cease use of the Shared Transmission Facilities, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facilities so that the other party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Transmission Facilities at the Transmitter Site or any other shared facility, the non-requesting party shall cooperate in a commercially reasonable manner. If necessary, the non-requesting party shall temporarily reduce, limit or cease use of the Shared Transmission Facilities, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facility, provided that the requesting party takes all reasonable steps to minimize the amount of time the non-requesting party shall operate with reduced facilities and that the requesting party takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting party.

3.4. Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.5. Expenses.

(a) During the Shared Use Term, the reasonable and necessary out-of-pocket expenses of operating the Shared Transmission Facilities and any applicable Transmitter Site Lease shall be shared equally by the parties, including without limitation (i) rent and pass-through expenses under any applicable Transmitter Site Lease and (ii) utility, engineering, maintenance, property insurance and property tax expenses (if any) applicable to the Shared Transmission Facilities.

(b) During the Shared Use Term, (i) any extension or modification of any applicable Transmitter Site Lease and any replacement or modification of the Shared Transmission Facilities shall be subject to prior written approval of both parties, which approval shall not be unreasonably withheld, and (ii) any uninsured out-of-pocket repair or replacement cost that is reasonably necessary to maintain operation of the Shared Transmission Facilities as contemplated by this Agreement shall be shared equally by the parties.

(c) Each party shall be solely responsible for all other expenses of operating its station, including without limitation the cost of delivering its programming from its studio to the Transmitter Site and the cost of its general liability insurance.

ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement; (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement; and (iii) its use of the Transmitter Site, the Shared Transmission Facilities and the Shared Channel during the Shared Use Term. Neither party shall have any obligation or liability with respect to the other's station, except as may be otherwise expressly set forth in this Agreement with respect to certain shared Transmitter Site expenses. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

4.2. Programming Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the programming, advertising and operation of its television station during the Shared Use Term including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3. Liability. In no event shall either party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

4.4. Survival. The parties' obligations under this Article 4 shall survive any termination or expiration of this Agreement.

ARTICLE 5: TERMINATION AND REMEDIES

5.1 Loss of License. During the Shared Use Term, either party may elect to surrender its FCC license and terminate this Agreement. If a party's FCC license to use the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated for any reason, then simultaneously therewith all Capacity Rights for use of the Shared Channel to which that party is entitled under this Agreement shall revert to the other party and this Agreement shall terminate. The parties shall make and prosecute such FCC filings and cooperate in taking such further actions as may be reasonably necessary for the remaining licensed party to assume (and thereafter be the sole holder of) such Capacity Rights and, if appropriate, convert its FCC license to non-shared status.

5.2 Breach. If a party fails to comply with this Agreement, then the other party shall have all equitable and legal rights and remedies available to it, including without limitation the right to indemnification under Article 4 and specific performance under Section 5.5. Upon the occurrence of an Event of Default (defined below), the non-defaulting party may (but is not

obligated to) terminate this Agreement by written notice to the defaulting party. All remedies under this Agreement or otherwise shall be cumulative.

5.3. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by a party under this Agreement:

(i) a party fails to comply with or perform its obligations under this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within ten (10) business days after written notice thereof; or

(ii) a party makes a misrepresentation under this Agreement and such misrepresentation is material in the context of the transactions contemplated hereby and is not cured within ten (10) business days after written notice thereof; or

(iii) a party becomes insolvent or ceases to do business or dissolves or becomes subject to a bankruptcy or similar proceeding that is not stayed or dismissed within sixty (60) days.

5.4. Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, the terms of Section 1.2(b), Section 1.2(c) and Articles 4, 5 and 6 as applicable shall survive any termination of this Agreement.

5.5. Specific Performance. Each of the parties acknowledges that the subject matter of this Agreement is unique, and that in the event of failure or threatened failure by either party to comply with the terms of this Agreement, money damages will be insufficient to compensate for the injury to the other party. Each party therefore shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

ARTICLE 6: MISCELLAENOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their respective businesses and properties that is disclosed by one party to the other in connection with the performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each party represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state in which the Transmitter Site is located, (iii) it has duly authorized the execution, delivery and performance of this Agreement, and this Agreement is binding upon it, (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound, and (v) without limiting the generality of

the foregoing, no lien, claim or encumbrance exists on (A) its assets generally or (B) any rights related to or proceeds of any FCC license held by it or (C) any other rights, assets, properties or interests that could affect its performance of this Agreement or any party's rights or benefits hereunder, including without limitation the right to receive a share of revenue from Successful Auction Participation and the right to use the Shared Channel and Shared Transmission Facilities, all as set forth in this Agreement, and all free and clear of liens, claims and encumbrances.

6.3. Transfers. During the Shared Use Term, either party may assign its FCC license to an FCC-qualified third-party who assumes its obligations under this Agreement in a writing delivered to the other party. No party may assign or transfer its FCC license to use the Shared Channel or any Shared Transmission Facilities or the Transmitter Site unless the assignee or transferee simultaneously assumes this Agreement in a writing delivered to the other party.

6.4. Tax Issues. The parties will cooperate with each other in good faith to minimize any taxes determined under applicable law to be payable as a result of the transaction described in this Agreement. Neither party shall be required to consent to transactions not contemplated in this Agreement that would increase such party's tax liability.

6.5 Assignment. Except as set forth in Section 6.3, no party may assign or delegate this Agreement or any rights or obligations under this Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. No assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

6.5. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules of the FCC. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

6.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed electronic transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to LPN:

LocusPoint Networks, LLC
Pleasanton Corporate Commons
6200 Stoneridge Mall Road, Suite 300
Pleasanton, CA 94588
Attention: Ravi Potharlanka
Email: ravi@locuspointnetworks.com

if to Trinity: Trinity Broadcasting Network
2442 Michelle Drive
Tustin, CA 92780
Attention: John Casoria, Esq.
Email: JBCasoria@TBN.org

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

Colby M. May, Esq. PC
P.O. Box 15473
Washington, D.C. 20003
Attention: Colby M. May
Email: CMMay@maylawoffices.com

6.7. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

6.8. Miscellaneous. The respective obligations and liabilities of any party comprised of multiple entities under this Agreement are joint and several, and such entities shall be deemed a single party for purposes of this Agreement as the context requires. This Agreement may not be amended except in a writing executed by both parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought. No party shall be authorized to act as an agent of or otherwise to represent the other party to this Agreement. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in separate counterparts.

4829-0532-4076

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL AND FACILITIES SHARING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing Agreement as of the date first set forth above.

LPN:

LOCUSPOINT WSPY LICENSEE, LLC

By: _____
Name: William Oatley
Title: CEO

LOCUSPOINT WSPY OP, LLC

By: _____
Name: William Oatley
Title: CEO

TRINITY:

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.
aka TCCSA, Inc. (d/b/a Trinity Broadcasting Network)

By: _____
Name: **J.B. Casoria**
Title: **Assistant Secretary**

Schedules

The following have been or will timely be separately prepared and agreed to by the parties.

Section 1.2 – Auction Plan - REDACTED

Section 2.1 – Engineering Plan

The following have been delivered by the appropriate party to the other:

Section 3.1(b) – Shared Transmission Facilities (Equipment List)

LPN Station transmitter site and equipment list delivered by LPN to Trinity (for use if Trinity Station Auction Participation occurs)

Trinity Station transmitter site and equipment list delivered by Trinity to LPN (for use if LPN Station Auction Participation occurs)

LPN has also delivered to Trinity:

Section 1.2(h) – A copy of the LPN Lease

Section 3.5(a) – A current operating expense summary (no representation or warranty is made as to expense estimates or projections)

Exhibit

Also attached as Exhibit A is the Escrow Agreement for the account to receive any proceeds of the Incentive Auction pursuant to Section 1.2(c). - REDACTED

SCHEDULE 1.2(a)
Auction Plan

REDACTED

REDACTED

SCHEDULE 2.1

Engineering Plan

1. Definitions

Encoding/Multiplexing Location – The physical location of the WLPD shared encoding poll equipment shall be 425 Fawell Blvd Glen Ellyn IL.
Acceptable Input Formats – The incoming program streams may be delivered either in compressed (most efficient if being delivered over fiber) or in uncompressed baseband format:
Baseband Input Formats:

Video – A source equivalent to the direct output of the Sharee's Master Control equipment. This includes 1.5 Gbps HD-SDI (SMPTE 292M) and 270 Mbps SD-SDI (SMPTE 259M). HD Video compressed with light, visually lossless compression using 270 Mbps SDTI (SMPTE 348) is an acceptable format. Any other format mutually agreed by Sharer and Sharee.
Audio – The audio for each program shall be encoded as specified in ATSC A/52 and leveled as specified in ATSC A/83. The audio shall be embedded in one of the Acceptable Video Baseband formats.

Compressed Input Format: ASI over IP or other as agreed by Sharer and Sharee

2. Distribution Feeds

a) The Sharee shall deliver source quality program feeds to the Sharer Location in an Acceptable Audio and Video compressed format.

b) The Sharee shall be responsible for any desired audio watermark insertion.

c) The Sharee shall be responsible for delivering the distribution feed with any Closed Captioning content required for compliance with FCC regulation to the Sharer Location.

d) The Sharee shall be responsible for delivering Emergency Alert System (EAS) information and/or equipment as required for compliance with FCC regulation to the Sharer Location. .

e) The Sharee shall provide access to the Sharee's Dynamic PSIP (EPG) content for ingest into the Sharer's designated program guide metadata aggregator. The Sharer will not be responsible for insertions of additional content, required for regulatory compliance. The Sharer's responsibility will be limited to the insertion of metadata required to correctly transmit Static and Dynamic PSIP data.

3. Architecture

Encoding architecture will consist of both Sharer and Sharee having the necessary encoders required to support their required programming services. Each encoder will enter a current generation statistical multiplexer supporting VBR, video analytics

software, and EAS. Either an existing or new Static/Dynamic PSIP processor will also need to be provided. The encoding pool is monitored with video analytics software. This software provides data necessary for Stat Mux pool balancing and bitrate allocation and verification of the multiplexing parameters agreed between Sharer and Sharee. The monitoring system will provide the necessary data to satisfy the reporting requirements of Article 2.1

A diagram of the encoding architecture is contained in the following embedded document



TBN-LPN Market Share_01.pdf

4. Transport Stream Compression and Encoding Configuration

Shared PSIP Configuration (if applicable, see 2.d) – From time to time the Sharee shall provide the Sharer all of the relevant information required for the configuration of their program streams including information such as, but not limited to, Short Channel Name, Major Channel Number, Minor Channel Number, Service Location Descriptor. To limit the data rate of the Shared PSIP to no more than 360kbs the number of Event Information Tables (EITs) for Sharer and Sharee will be capped. EITS for a 24 hour period require approximately 1 kbps per virtual channel. Each party will be entitled to an EIT bandwidth of no more than 6 kbps. If a party adds additional virtual channels they will need to reduce the number of EITs per channel accordingly. The Sharee shall provide the Sharer with a written request for any required change to PSIP information. The Sharer will make commercially reasonable efforts to implement requested changes with **48** hours of notification.

Audio Configuration

The audio programs described in this section shall be used by the Sharer and Sharee. Either party may add or remove audio programs as desired, however any additional bandwidth required or gained shall be recovered from that party's share of overall bandwidth. Such a change shall be treated as a modification the current program multiplex as described in section xx.

HD Main

Audio 3/2L – Main audio program associated with an HD video program. The program consists of 5.1 channels ("Surround" 3 front channel, 2 rear channels, on low frequency effects channel or 3/2L) using AC-3 encoding at 384 kbps.

HD Aux Audio 3/2L – A second audio program associated with an HD video program. The program often carriers a second language broadcast. The programs consist of two channels ("Stereo", 2 front channels 2/0) using AC-3 encoding at 160 kbps.

HD 21CVAA 2/0 – An audio program which carries speech descriptions of any Emergency Alert Video content on the *associated HD* program. This content includes screen crawls and graphics used for emergency notifications such as server weather graphics. This program is intended for visually impaired listeners

and is required for compliance with the 21st Century Communications and Video Accessibility Act of 2010. The program consists of 2 channels ("Stereo" 2 front channels 2/0) using AC-3 encoding at 160 kbps.

HD EAS SD Compliance – TBD

SD Main Audio 2/0 - Main audio program associated with an SD video program. The program consists of 2 channels ("Stereo" 2 front channels 2/0) using AC-3 encoding at 160 kbps.

SD 21 CVAA 2/0 - An audio program which carries speech descriptions of any Emergency Alert Video content on the *associated SD* program. This content includes screen crawls and graphics used for emergency notifications such as server weather graphics. This program is intended for visually impaired listeners and is required for compliance with the 21st Century Communications and Video Accessibility Act of 2010. The program consists of 2 channels ("Stereo" 2 front channels 2/0) using AC-3 encoding at 160 kbps.

Transport Stream Configuration

(i) If Variable Allocation Is Deployed

Sharer and Sharee shall implement a weighting system as allowed by the encoding pool to allow each party to prioritize its program streams rather than use a fixed allocation of bits of the shared channel. In connection therewith, (i) each of Sharer and Sharee will designate one program stream with the highest priority and (ii) other sub-channels will have a lesser priority as mutually agreed by the parties based on quantitative testing by Sharer and Sharee. The parties shall cooperate to devise a system that produces the best results for each party with minimum picture degradation. In the event the parties are unable to agree on a system, then the parties shall implement a fixed allocation of bits of the Shared Channel for their Respective broadcast needs as described in para (ii).

(ii) If Fixed Allocation Is Deployed:

Each of Sharer and Sharee shall be entitled to 9.695 Mb/s which equals 50% of 19.39Mb/s transport stream. Other than the required common Program and System Information Protocol (PSIP) information, each party may set the bit rates it elects for audio, video or other ancillary data to be broadcast on its television station using the Shared Channel. Sharer and Sharee shall allocate the requisite amount of bits of the Shared Channel for the common PSIP information necessary to provide the required tuning and guide information such that: (i) the bits devoted to the common requirements will be deducted equally from each parties bit allowance; (ii) the parties shall mutually agree to the maximum number of days of Event Information Table (EIT) information to be provided; and (iii) the parties acknowledge that a number of null packets may be required for television receivers to respond properly (and the amount of required null packets shall be deducted equally from each parties bit allowance), and the parties shall cooperate

to ensure proper reception and decoding of the signal. Notwithstanding anything herein to the contrary, each of the Sharer and Sharee may elect to make a portion of their bit allowance on the Shared Channel available to the other for use under mutually agreed upon terms.

* * *

EXHIBIT A

ESCROW AGREEMENT