

SECURITY AGREEMENT

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

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

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

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

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

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

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

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

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

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

(i) The term "Indebtedness" means (i) all indebtedness, obligations and liabilities of Obligor to Secured Party of any kind or character, now existing or hereafter arising, including, without limitation that one certain promissory note dated September __, 2010, in the original principal amount of \$2,160,000.00 ("Debtor Note") executed by Obligor and payable to the order of Secured Party and that one certain promissory note dated September __, 2010, in the original principal amount of \$90,000.00 ("Code 3 Note") executed by Code 3 (as defined below) payable to the order of Secured Party (the Debtor Note and the Code 3 Note being collectively referred to as the "Note"), (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Obligor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

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

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

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

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

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

(o) The term "Obligor" means Debtor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. To the extent permitted in the

Code, possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral.

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

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

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

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

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

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

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

4. Affirmative Covenants. In addition to all covenants and agreements of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor will comply with the covenants contained in this

Section 4 at all times during the period of time this Agreement is effective, and until the Indebtedness is fully paid and satisfied, unless Secured Party shall otherwise consent in writing.

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

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

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

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

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

(f) Control Agreements. Omitted Intentionally.

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

(h) Insurance. Omitted Intentionally.

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

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

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

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

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

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

(o) Insurance. Omitted Intentionally.

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

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

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

(s) Compliance with ERISA. Omitted Intentionally.

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

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

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

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

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

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

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

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

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

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

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

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

(d) Goods. Debtor will not permit any Collateral which constitutes goods to at any time (i) be covered by any document except documents in the possession of the Secured Party, (ii) become so related to, attached to or used in connection with any particular real property so as to become a fixture upon such real

property, or (iii) be installed in or affixed to other goods so as to become an accession to such other goods unless such other goods are subject to a perfected first priority security interest under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Omitted Intentionally.

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

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

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

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

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

nature of such failure, and for a non-monetary default, forty-five (45) days after written notice is given to the defaulting party stating the nature of such failure, provided, however, notwithstanding any notice and cure provisions in this Agreement or any other Loan Document, Debtor shall not be entitled to notice or opportunity to cure for any failure to properly observe, keep or perform the covenants and agreements of Debtor in Section 5(q) above; or

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

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

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

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

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

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

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

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

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

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

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

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

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

make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

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

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

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

(iii) to the satisfaction of the Indebtedness;

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

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

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

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

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

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

9. Indemnity. As provided in the Code, Debtor hereby indemnifies and agrees to hold harmless Secured Party, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from

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

10. Miscellaneous.

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

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

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

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

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

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

(g) Venue. This Agreement has been entered into in the county in Texas where Secured Party's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to

this Agreement and venue for any such disputes shall be in the county or judicial district where this Agreement has been executed and delivered. Debtor agrees to personal and subject matter jurisdiction in the courts of the State of Texas sitting in Tarrant County, Texas.

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

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

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

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

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

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

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

EXECUTED as of the date first written above.

DEBTOR/OBLIGOR:

ITV OF BUFFALO, LLC,

a New York limited liability company

By: _____
Philip Arno, its sole Manager

SECURED PARTY:

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

By: _____
Name: Marcus Lamb
Title: President

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

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

None.

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

Owner of Record: American Tower Company

Location Description:

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

Site Name:	Springville NY
Site/Tower Number:	88167
Address:	Moore Road, Springville, NY 14141
Latitude:	42 - 34 - 4.29 N 42.56786
Longitude:	78 - 43 - 22.6 W -78.72297

MTA:	Buffalo-Rochester
BTA:	Buffalo-Niagara
MSA/RSA:	Buffalo, NY
Ground Elevation AMSL:	1748 ft.
Datum:	NAD83
County:	ERIE
Region:	USA