

10. BROKERS. Buyer and Seller hereby represent and warrant to the other that neither is bound or obligated to pay any sales commission, brokers or finders fees in connection with the transactions contemplated herein.

11. INDEMNIFICATIONS BY SELLER. Seller shall indemnify and hold harmless Buyer against and in respect of:

a. Operations Prior to Closing. Any and all liabilities, obligations, claims, and demands arising out of the right to own or operate the Station (including but not limited to, claims related to compliance with FCC rules and regulations), any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against the Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event the Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and for all of Buyer's expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees, court costs and settlement payments.)

12. INDEMNIFICATION BY BUYER. Buyer shall indemnify and hold harmless Seller against and in respect of:

a. Operation after Closing. Any and all liabilities, obligations, claims and demands arising after the Closing Date out of the operation of the Station, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any breach by

Buyer of this Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof and Buyer shall be liable to repay Seller for all damages suffered by Seller and for all of Seller's expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees, court costs and settlement payments).

13. CONDITION'S PRECEDENT TO BUYER'S OBLIGATIONS TO CLOSE. Buyer shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of the Station authorization to construct and/or modify the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a herein.

b. Seller shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.

c. Seller shall hold a valid, current and unexpired construction permit for the Station.

d. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

e. Seller shall deliver and assign to Buyer at Closing an Assignment of Lease Agreement, with all third party approvals, providing for the assignment and transfer of the Lease specified in Exhibit B, which shall be current, enforceable under its terms and not in default by Seller or the landlord specified in said Lease, to Buyer, said Assignment of Lease Agreement to be approved by Buyer's counsel.

14. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE. Seller shall have no obligations to close this Agreement unless and until the following conditions precedent are met:

a. The FCC has given its consent to the assignment of the FCC authorizations to construct and/or modify the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a herein.

b. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on as of the Closing Date with the same effect as if made on and as of the Closing Date.

c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

15. BUYER'S PERFORMANCE AT CLOSING. At the Closing, Buyer shall:

- a. Pay to Seller the Purchase Price as described and/or calculated in paragraph 2 herein.
- b. Deliver to Seller such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement.
- c. Deliver to Seller a certified copy of a resolution of Buyer's board of directors authorizing the consummations of the transactions provided for in this Agreement.

16. SELLER'S PERFORMANCE AT CLOSING. At the Closing, Seller shall:

- a. Deliver to Buyer the FCC authorizations listed in Exhibit A, together with such assignments of the same as Buyer may reasonably require.
- b. Deliver to Buyer such assignments and further instruments of conveyance as Buyer may reasonably require, as determined by Buyer's counsel, to effectuate the assignment from Seller to Buyer of the Station and the Assets being transferred and assigned herein, including the rights specified in paragraph 1.e herein, all free and clear of all liens and encumbrances whatsoever.
- c. Deliver to Buyer a certified copy of a resolution of Seller's board of directors, partners, or joint venturers authorizing the consummation of this Agreement and the transactions contemplated herein.
- d. Warrant to Buyer that the representations and warranties specified in paragraph 6, supra, are accurate and valid as of the Closing Date.

17. SURVIVAL OF WARRANTIES. All representations, warranties, and covenants made by the parties in the Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and

effect regardless of any investigation at any time made by either and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

18. NO ASSIGNMENT. This Agreement may not be assigned by Buyer without Seller's prior written consent.

19. TERM

a. Term of Agreement. This Agreement shall be in effect for a term commencing on the date of this Agreement and terminating at 12:00 midnight eighteen (18) months later. In the event the Closing of this transaction shall not take place within the time limit herein above set forth solely by reason of the inability of Seller or Buyer to provide the various consents and approvals as set forth in paragraph 4 herein, then this Agreement shall automatically terminate and both parties shall be relieved of any further liability or obligations hereunder.

b. Termination on Notice for Hearing. If the FCC designates the application contemplated by this Agreement for hearing by action no longer subject to reconsideration or administrative review, either party shall have the option of terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such an event this Agreement shall terminate at the option of either party and both parties shall then be relieved of any and all liabilities or obligations hereunder.

20. SPECIFIC PERFORMANCES. The parties recognize the uniqueness of the Station and the assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Buyer shall have the right to specific performance of this Agreement upon default of Seller. Election by Buyer of this equitable right to specific performance shall not be in lieu of any claim to damages.

21. NOTICES. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Buyer : LKK Group
5657 Wilshire Blvd Suite 280
Los Angeles, California
90036

Attention: Keith Bass-President

With Copy to: Joan Stewart, Esq.
Womble Carlyle Sandrige & Rice, PLLC
1401 Eye St, NW 17th Floor
Washington, DC 20005

If to Seller : Terrence M. Hickey, Assistant Secretary
Trinity Broadcasting Network
P.O. Box C-11949
Santa Ana, California 92711

With Copy to: Colby M. May, Esq.
205 Third Street, S.E.
Washington, D.C. 20003

or to such other addresses as either party may designate from time to time by written notice to the other party.

22. FURTHER ASSURANCES. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

23. CONSTRUCTION. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

24. ENTIRE AGREEMENT. This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, terminations, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

25. COUNTERPARTS. This Agreement may be executed in several counterparts all of which taken together shall constitute one Agreement.

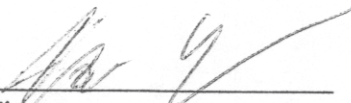
26. JOINT PREPARATION OF AGREEMENT. Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the "drafter."

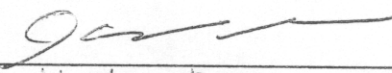
27. LITIGATION--COSTS AND EXPENSES. In the event of litigation in connection with or concerning the subject of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorney fees.

[Remainder of Page Left Blank]

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

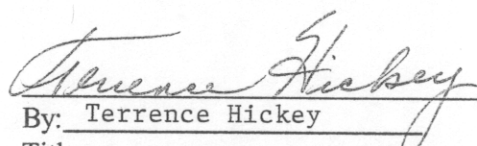
LKK Group, Inc


Witness


By: Keith Bess
Title: Pres.

**TRINITY CHRISTIAN CENTER OF SANTA
ANA, INC., D/B/A TRINITY BROADCASTING
NETWORK**


Witness


By: Terrence Hickey
Title: Assistant Secretary