ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of November, 2009, by and between Trinity Christian Center of Santa Ana, Inc. d/b/a Trinity Broadcasting Network (hereinafter referred to as "Seller") and Charles H. Cooper (hereinafter referred to as "Buyer").

General Statement of Intent

Seller owns LPTV station W51CU, Pascagoula, Mississippi (Facility ID #67989) (the "Station"). Seller desires to sell and Buyer desires to purchase the Station. The Parties intend that this Asset Purchase Agreement ("Agreement") shall embody the material terms of the transaction. Notwithstanding this intent, normal representations, covenants, warranties, indemnifications and contractual terms not contained herein shall be imputed consistent with other agreements of this type.

Material Terms

1. On the Closing Date (i.e., the tenth day after the date upon which the approval of the Commission required for the consummation of the sale of the shall have become a Final Order), Seller shall sell to Buyer (i.e., free and clear of all debts, liens, security interests, mortgages, trusts, claims, or any other liabilities or encumbrances whatsoever) all of the assets of the Station set forth in **Appendix A** hereto.

2. Except for Seller's antenna/transmitter site lease (attached hereto in **Appendix B**), Buyer will assume no contracts or obligations of the Seller. Buyer shall provide all required information to Seller's site landlord as may be reasonably necessary to obtain consent to the assignment of the transmitter site lease from Seller to Buyer. Seller agrees not to extend the subject site lease for more than the one year renewal increments set forth in the site lease.

3. The total purchase price to be paid at Closing for the Station shall be Thirty Five Thousand Dollars ($35,000.00). All the sums at Closing shall be payable by certified check, cashier's check or wire transfer of immediately available federal funds.

4. If the transaction does not close as a result of a default of Buyer, then the Seller shall be entitled to the payment of sole liquidated damages in the amount of Two Thousand Dollars ($2,000.00) in lieu of any and all other legal or equitable claims which may have been asserted by Seller under this Agreement.

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5. Consummation of the transaction provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition precedent that the Commission shall have given its consent in writing, without any condition adverse to Seller or Buyer, to the assignment of the Station (and its FCC license) to the Buyer. Seller and Buyer agree to proceed expeditiously and with due diligence, to use their best efforts and to cooperate with each other in seeking the Commission's approval of the transactions contemplated hereunder. Within five (5) business days after the execution of this Agreement, Seller and Buyer shall file with the Commission the Assignment Application and all information, data, statements, exhibits and other materials necessary and proper in connection with such Assignment Application, including a copy of this Agreement. The FCC filing fee shall be split equally between the Seller and the Buyer, with Buyer advancing such fee and the Purchase Price at Closing being adjusted to reflect the Seller's portion of the filing fee.

6. Seller represents and warrants that (a) it is the sole owner of the Station and that no other person or entity has a legal or equitable ownership claim in the Station and (b) there is no pending or threatened complaint, claim, litigation, investigation or proceeding of any nature regarding the Station.

7. Seller will not take any other action which is inconsistent with its obligations under this Agreement or which could hinder or delay the consummation of the transactions contemplated by this Agreement.

8. The obligations of the Buyer under this Agreement are subject to the satisfaction of each of the following express conditions precedent (provided that Buyer may, at his election, waive any such condition, notwithstanding that such condition is not fulfilled) on the Closing Date:

8.1 The Commission shall have granted its consent to the Assignment Application and to the assignment of the Station (and FCC license) from Seller to Buyer without any conditions materially adverse to Seller or Buyer.

8.2 Seller shall be the owner of the Station (including the FCC license).

8.3 Seller shall have executed and delivered to Buyer documents which will convey to Buyer good, marketable, and indefeasible title to the Station and FCC license (i.e., free and clear of all liens, charges and encumbrances).

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8.4 The Commission shall have granted an FCC Form 346 modification application seeking, inter alia, a change in the Station's broadcast channel from 51 to 6. Seller agrees to cooperate with Buyer in filing this modification application with the FCC after the filing of the required assignment application with the FCC (i.e., an FCC Form 345). Buyer shall be solely responsible for all costs and fees associated with the preparation, filing and prosecution of the modification application with the FCC.

9. The obligations of the Seller under this Agreement are subject to the satisfaction of each of the following express conditions precedent (provided that Seller may, at its election, waive any such condition, notwithstanding that such condition is not fulfilled) on the Closing Date:

9.1 The Commission shall have granted its consent to the Assignment Application and to the assignment of the Station (and FCC license) from Seller to Buyer without any conditions materially adverse to Seller or Buyer.

9.2 Subject to satisfaction of the conditions precedent set forth in this Agreement, Buyer shall have delivered to Seller the Purchase Price (as adjusted pursuant to this Agreement).

10. This Agreement may be terminated by either Buyer or Seller, if not then in material default, upon written notice to the other upon the occurrence of any of the following:

10.1 If the purchase of the Station by Buyer pursuant to this Agreement shall not have been closed within eight (8) months of the execution date of this Agreement.

10.2 If any party defaults materially in the observance or in the due and timely performance of any of its covenants or agreements herein contained, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

10.3 If, on the Closing Date, any of the conditions precedent to the obligations of the parties set forth in this Agreement have not been satisfied or waived by the respective party, the party for whom the condition precedent has not been met may terminate.

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14. This Agreement sets forth the entire agreement of the parties (i.e., other than the normal representations, covenants, warranties, indemnifications and contractual terms not contained herein which may be imputed consistent with other agreements of this type) and is intended to supersede all prior negotiations, understandings, and agreements and cannot be altered, amended, changed or modified in any respect unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party.

15. Neither Buyer nor Seller may assign its rights, duties or obligations hereunder without the prior written consent of the other party, except that Buyer may assign its rights hereunder to a separate entity in which Buyer is a controlling principal.

16. The parties hereto agree to execute, acknowledge and deliver, before, at or after the Closing Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement, the effective vesting in Buyer of title to the Station, and/or the successful processing by the Commission of the assignment and modification applications.

17. This Agreement may be executed in counterparts, all of which together shall comprise one and the same instrument.

18. The parties agree that this Agreement will be interpreted, construed, and enforced under and according to the laws of the State of Mississippi.

19. In the event any action is instituted by a party to enforce this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney's fees, costs and expenses as may be fixed by the Court.

20. Except as otherwise provided in this Agreement, each party shall be responsible for the expenses it incurs in connection with this transaction.

21. Seller agrees to cooperate with Buyer in the filing of any FCC Form 346 modification application(s) with the FCC which seek changes in the Station's technical parameters (i.e., including a change in the Station's channel from 51 to 6).

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10.4 If there shall be in effect on the Closing Date any judgment, decree or order that would prevent or make unlawful the closing of this Agreement.

Any termination pursuant to Section 10 shall not be effective unless the terminating party shall have given to the other party at least ten (10) days advance written notice of the alleged default and the defaulting party does not subsequently cure the default.

11. If Seller fails to consummate the transactions contemplated by this Agreement on the Closing Date and such failure constitutes a material breach by Seller, Buyer shall be entitled to specific performance of the terms of this Agreement.

12. Any notice required by or relating to this Agreement shall be deemed given when mailed by registered or certified mail, postage prepaid, or other "signature-acknowledged" form of mail or personal delivery to the appropriate party at the following address (or to such other address as a party shall designate by written notice to the other party).

If to Seller:

Trinity Broadcasting Network
Attn: Ben Miller and Linda Murphy
P.O. Box C-11949
Santa Ana, CA 92711

If to Buyer:

Charles H. Cooper
4720 Radio Road
Ocean Springs, MS 39564

Either party may change its address for notice purposes by providing written notice in accordance with this Section.

13. Buyer has retained Kirk Sherwood as the broker for this transaction and shall be responsible for payment of his brokerage fee. Neither party has engaged any other broker in connection with this transaction.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper officers or representatives thereunto duly authorized as of the day and year first above written:

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

By: _____
[Name]: **J.B. Casoria**
Assistant Secretary

CHARLES H. COOPER

By: _____
Charles H. Cooper

J.B. Casoria
Assistant Secretary

APPENDIX A

Equipment List

APPENDIX B

Copy of Antenna/Site Lease