

ASSET PURCHASE AGREEMENT

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.

AND

NORTHWEST TELEVISION, INC.

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is made this 15th day of October, 2012, by and between **Trinity Christian Center of Santa Ana, Inc.**, a California not-for-profit church corporation ("*Trinity*"), and **Northwest Television, Inc.**, an Arizona corporation ("*NTI*").

NTI is the licensee of operating television station WMWC-TV, Galesburg, Illinois (FCC Facility ID #81946) ("*Station*"). Trinity and NTI have agreed that NTI will sell and Trinity will acquire certain of the assets of the Station on the terms and subject to the conditions set forth in this agreement, including the FCC's consent to the assignment of the Station FCC License (as defined below) to Trinity. **Article 11** of this Agreement contains a glossary of defined terms.

THEREFORE, intending to be legally bound, the parties agree as follows:

1. PURCHASE OF ASSETS

1.1. Closing. Subject to satisfaction or waiver of the conditions set forth in **Section 5**, the closing of the sale and purchase of assets hereunder (the "*Closing*") shall take place at a mutually agreeable time at the studio of the Station, on a date (the "*Closing Date*") that is mutually agreed upon by NTI and Trinity, which date shall be no more than 5 business days after the grant of the FCC Consent (as defined in **Section 4.1**) becomes a Final Order, or at such earlier time as NTI and Trinity may agree to in writing. The effective time of the Closing shall be 12:01 a.m., local time, on the Closing Date (the "*Effective Time*").

1.2. Assets of Station. At the Closing, NTI shall assign, transfer and convey to Trinity, and Trinity acquire from NTI, all of NTI's right, title and interest in the following assets (the "*Assets of Station*"), and no others:

(a) the FCC licenses identified on Schedule 1.2(a) and any renewals thereof (the "*FCC Licenses of Station*"), including any other construction permit, temporary waiver or special temporary authorization relating to the Station held by NTI on the Closing Date, and any other application for license, construction permit or other authorization relating to the Station pending before the FCC at the Closing;

(b) the property listed on Schedule 1.2(b) (the "*Property Assets*");

(c) the contracts and leases listed on Schedule 1.2(c) (the "*Leases*")

(d) the call letters of the Station; and

(d) any technical information and engineering data relating to the Assets of the Station in NTI's possession.

The Assets of the Station shall be delivered to Trinity in "as is, where is" condition, without any representation or warranty except as expressly set forth in **Section 2** of this Agreement, and Trinity acknowledges that it has not relied on or been induced to enter into this Agreement by any representation or warranty other than as set forth in **Section 2** of this Agreement. The Assets

of Station shall be conveyed free and clear of all debts, liens, mortgages, pledges, security interests, claims, liabilities and encumbrances ("*Liens*").

1.3. Excluded Assets. Trinity acknowledges that it is not buying the business of the Station as a going concern. The Assets of Station shall not include any properties, assets, real or personal, tangible or intangible, privileges, rights, interests, or claims of any type or description, of NTI except as set forth in **Section 1.2**.

1.4. Purchase Price. In consideration for the sale of the Assets of Station, at Closing, Trinity shall pay NTI One Million One Hundred Twenty-Five Thousand Dollars (\$1,125,000) (the "*Purchase Price*") as follows:

(a) Trinity shall assume, pay, and close NTI's line of credit and debt obligation owed to Trinity in the amount of Eight Hundred Twenty-Five Thousand Dollars (\$825,000), or whatever the lower loan balance may be as of the date of Closing (which sum, whatever it may be, shall be credited as an \$825,000 payment against the Purchase Price), and release NTI's May 25, 2012 Security Agreement and Financing Statement ("*Security Agreement*").

(b) Trinity shall pay NTI the Three Hundred Thousand Dollar (\$300,000) balance of the Purchase Price by wire transfer of immediately available funds pursuant to wire instructions which NTI shall provide to Trinity.

1.5. Prorations.

(a) All expenses arising from the ownership and operation of the Assets of Station shall be prorated between NTI and Trinity as of the Effective Time in accordance with generally accepted accounting practices. Such prorations shall be based upon the principle that NTI shall be responsible for all liabilities accruing in connection with the ownership and operation of the Assets of Station until the Effective Time, and Trinity shall be responsible for all such liabilities accruing thereafter. Such prorations shall include, but not be limited to, FCC regulatory fees, deposits and similar prepaid and deferred items. Taxes arising by reason of the transfer of the Assets of Station shall not be prorated but shall be paid in accordance with **Section 1.6**.

1.6. Transfer Taxes. NTI shall pay all excise, transfer, sales or use or similar Taxes or fees, if any, imposed by any Governmental Authority on this transaction.

2. REPRESENTATIONS AND WARRANTIES OF NTI

NTI represents and warrants to Trinity as follows:

2.1. Organization and Standing. NTI is a corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and is qualified to do business in the State of Illinois. NTI has all necessary power and authority to own and operate the Assets of Station and to enter into and perform this Agreement and the transactions contemplated hereby.

2.2. Authorization and Binding Obligation. NTI's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate and stockholder action on its part. This Agreement has been duly executed and delivered by NTI and constitutes its valid and binding obligation, enforceable against NTI in accordance with its terms.

2.3. Absence of Conflicting Agreements or Required Consents. Except as set forth on Schedule 2.3, the execution, delivery and performance of this Agreement by NTI: (a) does not and will not require the consent, approval, authorization or other action by, or filing with or notification to, any third party or Governmental Authority, other than as contemplated by **Section 4.1**; (b) does not and will not violate any provisions of NTI's Articles of Incorporation, Bylaws, or management documents or resolutions; (c) does not and will not violate any applicable Law; and (d) does not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under, any material contract, agreement, instrument, license or permit to which either NTI or the Assets of Station are now subject.

2.4. FCC Licenses of Station. NTI has delivered to Trinity true and complete copies of the FCC Licenses of Station, including any and all amendments and other modifications thereto. The FCC Licenses of Station are validly held by NTI and are in full force and effect. NTI is qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (the "*Communications Laws*") to be the assignor of the FCC Licenses of Station. NTI has no reason to believe that the FCC Application might not be granted by the FCC in the ordinary course.

2.5. Title to, Condition, and Validity of the Property Assets and Leases. NTI has good and transferable title to the Property Assets of the Station. Except as set forth on Schedule 2.5, the Property Assets of the Station are in good operating condition and repair (reasonable wear and tear excepted), and except for the Security Agreement, there are no Liens on the Property Assets of the Station. NTI also has the right to assign, subject to applicable third-party consents, the Leases listed on Schedule 1.2(c), and said Leases are current and not in default. Trinity agrees to indemnify and hold NTI harmless against all liabilities, payments, or claims arising out of the Leases following their assignment and assumption at Closing.

2.6. Absence of Litigation. There is no claim, litigation, arbitration or proceeding pending or, to NTI's knowledge, threatened, before or by any court, Governmental Authority or arbitrator that seeks to enjoin or prohibit, questions the validity of, or that might materially hinder or impair NTI's performance of its obligations under this Agreement.

2.7. Compliance with Laws Generally. NTI has complied in all material respects with, and is not in material violation of, any Laws applicable to the operation of the Station. NTI has not received any notice asserting material noncompliance with any applicable Law in connection with the business or operation of the Station.

2.8. Environmental Matters. To NTI's knowledge the Property Assets of the Station are in material compliance with all applicable Laws governing hazardous or toxic substances, materials or waste.

2.9. Broker's Fees. Neither NTI nor any party acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity.

3. REPRESENTATIONS AND WARRANTIES OF TRINITY

Trinity represents and warrants to NTI as follows:

3.1. Organization and Standing. Trinity is a not-for-profit church corporation duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in the State of Illinois. Trinity has all necessary corporate power and authority to enter into and perform this Agreement and the transactions contemplated hereby.

3.2. Authorization and Binding Obligation. Trinity execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on its part. This Agreement has been duly executed and delivered by Trinity and constitutes its valid and binding obligation, enforceable against Trinity in accordance with its terms.

3.3. Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Trinity: (a) do not and will not require the consent, approval, authorization or other action by, or filing with or notification to, any third party or Governmental Authority, other than as contemplated by **Section 4.1**; (b) do not and will not violate any provisions of Trinity's organizational or operational documents; (c) do not and will not violate any applicable Law; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any contract, agreement, instrument, license or permit to which Trinity is now subject.

3.4. FCC Qualifications. Trinity is qualified under the Communications Laws to be the assignee of the FCC Licenses of Station. There are no facts known to Trinity that would delay the consummation of the transactions contemplated by this Agreement. Trinity has no reason to believe that the FCC Application might not be granted by the FCC in the ordinary course.

3.5. Absence of Litigation. There is no claim, litigation, arbitration or proceeding pending or, to Trinity's knowledge, threatened before any court, Governmental Authority or arbitrator that seeks to enjoin or prohibit, questions the validity of, or that might materially hinder or impair Trinity's performance of its obligations under this Agreement.

3.6. Broker's Fees. Neither Trinity nor any party acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity.

3.7 Indemnity Regarding Leases. Trinity agrees to indemnify and hold NTI harmless against all liabilities, payments, or claims arising out of the Leases following their assignment and assumption at Closing.

4. COVENANTS

4.1. FCC Application. Within ten (10) business days of the date of this Agreement, Trinity and NTI shall prepare and jointly file a complete and grantable application with the FCC requesting its consent to the assignment of the FCC Licenses of Stations to Trinity (the "*FCC Application*"). Trinity and NTI shall prosecute the FCC Application with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the FCC's grant of the FCC Application (the "*FCC Consent*") as expeditiously as possible. Without limiting the foregoing, Trinity and NTI will fully cooperate in the taking of all necessary and proper steps, and provide any additional information reasonably requested, and use their respective commercially reasonable efforts to resolve objections that may be asserted by the FCC or any third party, in order to obtain the FCC Consent promptly. If reconsideration or judicial review is sought with respect to the FCC Consent, the party or parties affected shall diligently oppose such efforts for reconsideration or judicial review. Trinity shall pay all FCC Application filing fees. Each party shall otherwise bear its own costs and expenses (including the fees and disbursements of its counsel) in connection with the preparation of the portion of the FCC Application to be prepared by it and in connection with the processing and defense of the FCC Application.

4.2. Operations Prior to Closing. Between the date of this Agreement and the Closing Date, except as expressly permitted by this Agreement or with the prior written consent of Trinity, which shall not be unreasonably withheld, conditioned or delayed, NTI shall:

- (a) not sell, assign, lease or otherwise transfer or dispose of any of the Assets of Station;
- (b) operate the Station in material compliance with the FCC Licenses of Station, the Communications Laws and all other applicable Laws; and
- (c) not cause or permit by any act, or failure to act, any of the FCC Licenses of Stations to expire, be surrendered, not renewed, adversely modified, or otherwise terminated.

4.3. Confidentiality; Publicity. Each party shall keep confidential all information obtained by it with respect to the other in connection with this Agreement, except if such information is known or available through other lawful, publicly available sources or if such party is advised by counsel that its disclosure is required in accordance with applicable Law, in which case the party required to make such disclosure shall use reasonable efforts to notify the other party prior to making such disclosure.

4.4. No Solicitation. From the date hereof through the Closing Date, neither NTI nor any its officers, managers, owners, representatives or agents shall participate in, encourage, solicit or initiate any discussion or negotiations, or enter into any agreement, concerning the sale of the Station or the Assets of Station.

4.5. Cooperation. Each party shall cooperate fully with one another, shall use reasonable efforts to cause the fulfillment at the earliest practicable date of all the conditions to the obligations of the other party to consummate the purchase and sale contemplated by this Agreement and shall not take any action that conflicts with its obligation hereunder or that causes its representation and warranties to be untrue in any material respect.

4.6. Further Assurances. Trinity and NTI shall cooperate and take such actions, and execute such other documents, at the Closing or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

4.7. No Retained Interest. NTI warrants that it shall have no retained interest in the Station after Closing, and NTI and Trinity warrant compliance with Commission Rule 73.1150, 47 C.F.R. § 73.1150.

5. CONDITIONS PRECEDENT

5.1. Conditions Precedent to NTI's Obligation to Close. The obligation of NTI to consummate the sale of the Assets of Station is, at its option, subject to satisfaction of each of the following conditions at or prior to the Closing:

(a) **Bring Down of Representations and Warranties.** All representations and warranties of Trinity contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of that date, except to the extent such representations and warranties expressly relate to an earlier date or time, in which case they shall be true and correct only as of such earlier date or time.

(b) **Performance of Covenants.** All of the terms, covenants and conditions to be complied with and performed by Trinity under this Agreement on or prior to the Closing Date shall have been complied with or performed in all material respects.

(c) **FCC Consent.** The FCC Consent shall have been granted.

(d) **No Injunction.** No injunction, order, decree or judgment of any court, agency or other Governmental Authority shall be in effect that would prohibit or render unlawful the consummation of the transactions contemplated by this Agreement.

(e) **Deliveries.** Trinity shall have made or stand willing to make all the deliveries required under **Section 6.1**.

5.2. Conditions Precedent to Trinity's Obligation to Close. The obligation of Trinity to consummate the purchase of the Assets of Station is, at its option, subject to satisfaction of each of the following conditions at or prior to the Closing:

(a) **Bring Down of Representations and Warranties.** All representations and warranties of NTI contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of that date, except to the extent such representations and warranties expressly relate to an earlier date or time, in which case they shall be true and correct only as of such earlier date or time.

(b) **Performance of Covenants.** All of the terms, covenants and conditions to be complied with and performed by NTI under this Agreement on or prior to the Closing Date shall have been complied with or performed in all material respects.

(c) **FCC Consent.** The FCC Consent shall have been granted.

(d) **No Injunction.** No injunction, order, decree or judgment of any court, agency or other Governmental Authority shall be in effect that would prohibit or render unlawful the consummation of the transactions contemplated by this Agreement.

(e) **Deliveries.** NTI shall have made or stand willing to make all the deliveries required under **Section 6.2**.

6. DOCUMENTS TO BE DELIVERED AT THE CLOSING

6.1. Documents to be Delivered by Trinity. At the Closing, Trinity shall deliver to NTI the following:

(a) a certificate of an officer of Trinity, in a form and substance reasonably satisfactory to NTI, dated as of the Closing Date, certifying to the fulfillment of the conditions set forth in **Sections 5.1(a)** and **(b)**;

(b) a certificate of good standing for Trinity from California, its state of incorporation, and a copy of a resolution of the board of directors of Trinity authorizing the execution, delivery and performance of this Agreement, certified by the secretary, or assistant secretary, of Trinity;

(c) the Purchase Price in immediately available wire transferred funds as provided in **Section 1.4(a)** and **(b)**; and

(d) Duly executed assignments (including an Assignment and Assumption of the Leases), and other transfer documents which shall be sufficient to vest good title to the Assets of the Station in the name of Trinity, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances other than Permitted Liens.

6.2. Documents to be Delivered by NTI. At the Closing, NTI shall deliver to Trinity the following:

(a) a certificate of an officer of NTI, in a form and substance reasonably satisfactory to Trinity, dated as of the Closing Date, certifying to the fulfillment of the conditions set forth in **Sections 5.2(a)** and **(b)**;

(b) a certificate of good standing for NTI from Arizona, its state of incorporation, and Illinois, its state of operation of the Station, and a copy of a resolution of the board of directors of NTI authorizing the execution, delivery and performance of this Agreement, certified by the secretary, or assistant secretary, of NTI;

- (c) an assignment of the FCC Licenses of Station; and
- (d) a bill of sale for the Property Assets of the Station; and
- (e) Duly executed assignments (including an assignment of the FCC Licenses of Station, Assignment and Assumption of the Leases and an executed copy of each instrument evidencing receipt of all legally required consents for the assignment of the Leases), and other transfer documents which shall be sufficient to vest good title to the Assets of the Station in the name of Trinity, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances other than Permitted Liens.

6.3. Satisfaction and Release of the Security Agreement. At the Closing, NTI and Trinity shall coordinate the release and satisfaction of the Security Agreement.

7. TERMINATION RIGHTS

7.1. Termination. This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by mutual written agreement of Trinity and NTI;
- (b) by either party upon written notice to the other if there shall be in effect any Law, final judgment, final decree or Final Order that prevents or makes unlawful the Closing;
- (c) by either party upon written notice to the other if the FCC denies the FCC Application or designates it for a trial-type hearing;
- (d) by either party upon written notice to the other if the Closing has not occurred within six (6) months of the date of this Agreement (the “*Upset Date*”); and
- (e) by either party upon written notice to the other if the other party is in material breach or default of this Agreement, and such breach or default has not been waived by the party giving such termination notice; *provided, however*, that except for a failure to pay the Purchase Price (for which there shall be no requirement for notice and opportunity to cure), the defaulting party shall have twenty (20) days following the receipt of written notice by the terminating party to cure such breach or default; and *provided further* that if the breach or default is due to no fault of the defaulting party and is incapable of cure within such 20-day period, the cure period shall be extended as long as the defaulting party is diligently and in good faith attempting to effectuate a cure. Nothing in this **Section 7.1(e)** shall be interpreted to extend the Upset Date.

7.2. Effect of Termination. If this Agreement is terminated as provided in **Section 7.1**, this Agreement will forthwith become null and void and neither party shall have any liability to the other except as provided in **Article 8** (Remedies Upon Default) and except also that the provisions of the parties described in **Section 4.3** (Confidentiality; Publicity) and **Article 10** (Other Provisions) will survive any such termination.

8. REMEDIES UPON DEFAULT

8.1. Remedies for Trinity. NTI recognizes that in the event NTI materially defaults in the performance of its obligation to consummate the sale of the Assets of Station pursuant to this Agreement, monetary damages may not be an adequate remedy for Trinity. Therefore, Trinity shall be entitled to seek specific performance of the terms of this Agreement in lieu of the remedy of termination. In any action by Trinity against NTI to specifically enforce the terms of this Agreement, NTI shall waive the defense that there is an adequate remedy at law. As a condition to seeking specific performance, Trinity shall not be required to have tendered the Purchase Price, but shall be ready, willing and able to do so.

8.2. Remedies for NTI. If this Agreement is terminated or the Closing does not occur by reason of Trinity's material breach or default under this Agreement, then NTI shall be entitled to pursue all legal remedies, including reasonable attorney's fees incurred by NTI in enforcing its rights under this Agreement.

9. INDEMNIFICATION; SURVIVAL

9.1. Indemnification. From and after the Closing, each of NTI and Trinity hereby agrees, subject to **Section 9.2**, to indemnify, defend and hold the other harmless against and with respect to, and to reimburse the other for, any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees and related expenses) resulting from the indemnifying party's untrue representation, breach of warranty or nonfulfillment of any covenant or obligation contained herein. Following the Closing, the right to indemnification under this **Section 9.1** shall be the exclusive remedy for breach or default under this Agreement; provided that, Trinity shall have no obligation to indemnify NTI for any such claims until, and only to the extent that, Trinity's aggregate losses exceed \$25,000 and the maximum liability of Trinity for any claims under this **Section 9.1** shall be \$500,000,000. In no event shall Trinity or NTI have any liability of any nature whatsoever following the Closing for consequential, indirect, incidental or other similar damages, including but not limited to lost profits or revenue, for any breach or default under this Agreement or as a result of the transactions contemplated hereby.

9.2. Survival. The covenants, agreements, representations, and warranties in this Agreement shall survive the Closing for a period of three (3) months from the Closing Date, whereupon they shall expire and be of no further force or effect except to the extent that a specific claim for indemnification shall have been made prior to the end of the survival period, in which case the specific claim shall survive until resolved.

10. OTHER PROVISIONS

10.1. Costs and Expenses. Except as specifically set forth in **Section 4.1** each party shall bear its own costs and expenses incurred by it in connection with this Agreement.

10.2. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party hereto. Any assignment pursuant to this **Section 10.2** will not relieve the assigning party from any of its obligations and liabilities under this Agreement.

10.3. Entire Agreement. This Agreement and the exhibits and schedules hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. Any matter that is disclosed in a schedule hereto in such a way as to make its relevance to the information called for by another schedule readily apparent shall be deemed to have been included in such other schedule, notwithstanding the omission of an appropriate cross-reference. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought. No failure or delay on the part of Trinity or NTI in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

10.4. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.5. Computation of Time. If after making computations of time provided for in this Agreement, a time for action or notice falls on Saturday, Sunday or a Federal Holiday, then such time shall be extended until the next business day.

10.6. Governing Law; Venue; Waiver of Jury Trial; Rule of Construction; Attorney's Fees. The construction and performance of this Agreement shall be governed by the rules, regulations and policies of the FCC and the Communications Act and the laws of the state of Illinois, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state. TRINITY AND NTI EACH, TO THE EXTENT PERMITTED BY LAW, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. Trinity and NTI each acknowledges that counsel has represented it in the negotiation, execution, and delivery of this Agreement and has fully explained the meaning of the Agreement, including in particular the jury-trial waiver. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

10.7. No Third Party Beneficiaries. No person who is not a party to this Agreement shall be deemed to be a beneficiary of any provision of this Agreement, and no such person shall have any claim, cause of action, right or remedy pursuant to this Agreement.

10.8. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to NTI:

Northwest Television, Inc.
4832 Givens Court
Sarasota, Florida 34242
Attention: Tom Gilligan
Fax:

With a copy to:

George R. Borsari, Jr., Esq.
Borsari & Paxson
Suite 440
5335 Wisconsin Avenue, NW
Washington, D.C. 20015
Fax: (202) 296-4460

If to Trinity:

Trinity Christian Center of Santa Ana, Inc.
2442 Michelle Drive
Tustin, CA 92780
Attention: John B. Casoria, Esq.
Fax: 714-665-2121

With a copy to:

Colby M. May, Esq., P.C.
205 Third Street, SE
Washington, DC 20003
Attention: Colby M. May, Esq.
Fax: 202-544-5172

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

10.9. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.10. Counterparts; Faxed or Electronically Delivered Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. This Agreement shall become binding when one or more counterparts, individually or taken together, bear the signatures of all parties. A facsimile or electronic copy of any signature page shall be deemed an original for all purposes.

11. DEFINITIONS

11.1. Defined Terms. Unless otherwise stated in this Agreement, the following terms when used herein shall have the meanings assigned to them below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

“Agreement” shall mean this Asset Purchase Agreement, including the exhibits and schedules hereto.

“Assets of Station” shall have the meaning set forth in **Section 1.2**.

“Business Day,” whether or not capitalized, shall mean every day of the week excluding Saturdays, Sundays and Federal holidays.

“Closing” shall have the meaning set forth in **Section 1.1**.

“Closing Date” shall have the meaning set forth in **Section 1.1**.

“Communications Laws” shall have the meaning set forth in **Section 2.4**.

“NTI” shall have the meaning set forth in the Preamble to this Agreement.

“Effective Time” s shall have the meaning set forth in **Section 1.1**.

“FCC” shall have the meaning set forth in the Preamble to this Agreement.

“FCC Application” shall have the meaning set for in **Section 4.1**.

“FCC Consent” shall have the meaning set for in **Section 4.1**.

“FCC Licenses of Station” shall have the meaning set forth in **Section 1.2(a)**.

“Final Order” means an action by the FCC (i) which has not been vacated, reversed, stayed, or suspended; (ii) with respect to which no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion, is pending; and (iii) as to which the time for filing any such appeal, request, petition, or similar documents or

for the reconsideration or review by the FCC on its own motion under the Communications Laws has expired.

“*Governmental Authority*” means any federal, state or local or any foreign government, legislature, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“*Law*” means any United States (federal, state, local) or foreign statute, law, ordinance, regulation, rule, code, order, judgment, injunction or decree.

“*Liens*” shall have the meaning set forth in **Section 1.2**.

“*Property Asset*” shall have the meaning set forth in **Section 1.2(b)**.

“*Purchase Price*” shall have the meaning set forth in **Section 1.4**.

“*STA*” means special temporary authorization.

“*Security Agreement*” shall have the meaning set forth in **Section 1.4(a)**.

“*Tax*” or “*Taxes*” means all federal, state, local or foreign income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, use, payroll, intangible or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

“*Trinity*” shall have the meaning set forth in the Preamble to this Agreement.

“*Upset Date*” shall have the meaning set forth in **Section 7.1(d)**.

Section 11.2. Terms Generally. The term “*or*” is disjunctive; the term “*and*” is conjunctive. The term “*shall*” is mandatory; the term “*may*” is permissive. Masculine terms apply to females; feminine terms apply to males. The term “*include*,” “*includes*” or “*including*” is by way of example and not limitation.

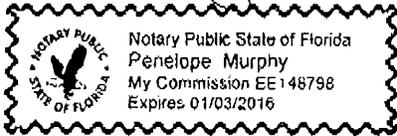
[Remainder of page left intentionally blank; signature page follows.]

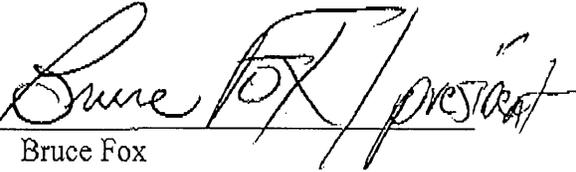
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

NORTHWEST TELEVISION, INC.

WITNESS:

By: 



By: 

Bruce Fox
President

as to
Bruce Fox on 10/15/2012 Sarasota, FL.

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.

WITNESS:

By: _____

By: _____

John B. Casoria
Assistant Secretary

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

NORTHWEST TELEVISION, INC.

WITNESS:

By: _____

By: _____

Bruce Fox
President

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.

WITNESS:

By: Cheryl Gilroy

By: Warren B. Miller

Warren B. Miller
Assistant Secretary

SCHEDULE 1.2(a)

FCC LICENSES OF STATION



United States of America
FEDERAL COMMUNICATIONS COMMISSION
TELEVISION BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

NORTHWEST TELEVISION, INC.
4832 GIVENS COURT
SARASOTA FL 34242

Kevin R. Harding
Associate Chief
Video Division
Media Bureau

Facility Id: 81946

Analog TSID: 8208

Digital TSID: 8209

Call Sign: WMWC

License File Number: BLCDDT-20120820AAQ

This license covers permit no.: BMPCDDT-20110302ABZ

Grant Date: September 14, 2012

This license expires 3:00 a.m.
local time, December 01, 2013.

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: WMWC

License No.: BLCDT-20120820AAQ

Name of Licensee: NORTHWEST TELEVISION, INC.

Station Location: IL-GALESBURG

Frequency (MHz): 180 - 186

Channel: 8

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: ALI, ATC-BCE780-8

Beam Tilt: 0.5 Degrees Electrical

Major lobe directions 310
(degrees true):

Antenna Coordinates: North Latitude: 41 deg 18 min 44 sec

 West Longitude: 90 deg 22 min 46 sec

Transmitter output power: 3.64 kW
 5.61 DBK

Maximum effective radiated power (Average): 23 kW
 13.62 DBK

Height of radiation center above ground: 325.2 Meters

Height of radiation center above mean sea level: 554.7 Meters

Height of radiation center above average terrain: 330 Meters

Antenna structure registration number: 1225582

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

*** END OF AUTHORIZATION ***

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NORTHWEST TELEVISION, INC.

NORTHWEST TELEVISION, INC.
4832 GIVENS COURT
SARASOTA, FL 34242

Call Sign WPST417	
File Number	
Radio Service TS - TV Studio Transmitter Link	
SMSA	Station Class FXO

FCC Registration Number (FRN): 0005762588

Grant Date 07-30-2001	Effective Date 07-30-2001	Expiration Date 12-01-2013	Print Date 09-19-2012
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LOCATION

Fixed Location Address or Area of Operation:

1704 North Brady St
City: Davenport **County:** SCOTT **State:** IA

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	Studio	41-32-14.1 N	090-34-30.5 W	213.4	
002	ch53 transmitter	41-18-44.3 N	090-22-45.9 W	229.5	

FREQUENCY PATHS

Frequency (MHz)	Tot (%)	Emission Desig	ERP (dBm)	Constr Date	Path No	Seg	Emit Loc No	Ant Hgt (m)	Gain (dBi)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
7025.0-7050.0	0.00100	25M0F8W	72.500		001	1	001	18.9	39.9	1.7	V	146.8	002	

Waivers/Conditions:

The Facility ID of the Associated Broadcast Parent Station for this license is 81946.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

SCHEDULE 1.2(b)

PROPERTY ASSETS

WMWC INVENTORY

General Supplies

1. Physican Care First Aid Kit 210052
2. First Alert Fire Extinguisher M#FE1A10GR (BJ-489631)
3. Durabilt Tool Kit 085050208 ID# 280495-0208
4. Eco Easy Surge Protector G18-0000118-02, 7 outlet and 6 ft cord
5. Small Metal Hotplate
6. Master Mechanic 3/8 Variable Drill M# 134464
7. Liebert PSA AC Power System
8. Utilitech yellow flashlight
9. 50' Ethernet Cable
10. Extra Reach Surge Protector # 0101342
11. Staples Calculator SPL-240
12. Bayco Retractable 30 ft cord M# 800 MY 003E240216

Camera Gear

1. 1 Boom Mic ECM-XM1
2. Power Cord direct to Camera DK-415
3. Sony AC Adaptor Charger AC-VQ1050/116546 M# AC-VQ1050
4. Power Cord Charger 7A125V
5. RCA Jack Cord
6. RGB Cord
7. Plastic H-Peg
8. Mini DV Tape PHDVM-63DM
9. I Link Cradel Mod#HURA-CR1 116546
10. Remote Control for Camera
11. Memory Recording Unit 116546
12. Plastic Cap
13. Rubber Hood
14. 1 Battery 7.2V/Np-F570
15. Sony Mic Holder
16. Porta Brace Camera Case/CS-DV4U 77554700095
17. Sony Camera HVR Z761
18. Scan Disk Compact Flash Card/SDCFX-032G-A61
19. 2 Interfit studio lights Super 5 Cool-Lite-Interfit Cor 751
20. 2 Sony Batteries 61K (M#NPF970 S#k2fwb1e4500375, S#k2fwb1e4500350)
21. Seagate External Hard Drive PN 107ae25002tb SN/na4j5ll2

Furniture

1. 4 Folding Chairs
2. 2 Computer Desks from Staples White top with metal legs and 2 drawers
3. Hon Filing Cabinet Black with 4 drawers
4. Samsung HD flatscreen 26" tv SN#24MN3CP410781X, M#UN26EH4000F
5. Antenna Ultra Long-Range HD model #C4CJM#690079
6. GE Microwave M# JES 0738DP 1BB S# F2106306G
7. GE Refrigerator M# SFR03BAZABB S# GZ685126
8. Shelving Unit NE (silver) NSE Storage WSW 143654-4
9. Grey Mailbox and wood stand Post Master Standard Rural ST 100000

Office Supplies

1. HP Office Jet Pro Copier/Scanner/Fax 8600 Plus s# CN25NBK2ZK, Product # CN579A
2. HP Computer Monitor Black X20LED, s# CNC223R1G5, Product # WN004A
3. HP Computer for Traffic/S #MXL2191KDS, Product#XZ982UT#ABA
4. RCA Portable Digital TV #RTV86073
5. HP Keyboard x20LED black, m#SK-2880, p/n 434820-002, p/n 537745-001
6. HP Compaq Computer S# MXL 2320 CTR PN: A2W44UT#ABA
7. 3 System recovery disks, creator business disk
8. HP Mouse M# U0032-0M Computer cord 121565-001
9. HP keyboard M# KV-0316 Black
10. Samsung Monitor SA450 Black Z49EHCLC806439H
11. AC Adapter M# AD-3014STN
12. AV Connector BN39-00246S
13. Black Stand Base BN39-00246S
14. Syncmaster Disk
15. Connector BN39-00244H
16. Connector R32305 Jet

Audio Equipment

1. Audio technical holding case
2. Xlr black cable cord
3. Mic wire and clip black
4. Audio technical Transmitter/FCCI.P.JFZT1801D BLCK
5. Audio technical ATW-R1820 Dual channel Receiver blk Model #ATW-R1820a IC# 1752B-R1820AD
6. 2 detachable antennas blk
7. AT&T 2 line speaker phone ML000149235
8. AT&T Bluetooth 2 Line Dect 60 with 2nd phone M#TL86109, S#KG401138395
9. White phone Emerson, m# EM2116
10. LG Computer Monitor (Black) s#206NDEZ2X868
11. LG Computer Monitor (Black) s# 204NDJX8D516
12. 1 Apple Mac Pro Desktop computer s# 157281VEUPZ
13. 2 Black Speakers JBL Pros s# M-112-020957-A
14. Shuttle Computer Keyboard, Professional Series 3.0 5202 s# 803100641
15. Vintec Tripod. Vision 3AS
16. Final Act Studio 2 Software #MA886 Z/A
17. Mouse (Apple) M#A1152
18. Logitech S 120 Stereo Speakers (2)

Back Room

1. Playbox model # SD-Ch B#1 Airbox & Tittlebox and Capure Box Bundle
2. Playbox Listbox Prep (LB) Offline Prep Software
3. Playbox ASM+TS Annual Software Maintenance
4. PLayerbox PB Tra-Online Web-based Training
5. HarmonicPUR 2900
6. Harmonic PUR 2962-DUBS2
7. Harmonic FW-LIC-PUR 2900-AS11n-license for ASI input
8. Harmonic FW-LIC-PUR 2900-AC3 License for Dolby Digital
9. Harmonic FW-LIC-PUR 2900-GEN License for Genlock
10. Harmonic FW-LIC PUR 2900-Gen New Standard SLA
11. Digital Alert Dastur. DASDEC-11 TV Encoder/Decoder
12. Digital Alert EAS-Net. Software.
13. Digital Alert System
14. Digital Alert System Mpeg2-4
15. Digital Alert Systems EXP-3NICGIG.used with sapphire server
16. Sencore MRD 3187B Atlas Receiver Decoder Base Unit
17. Sencore 8701A Atlas 8 USB?QAM Receiver Card
18. Sencore 8702.Atlas Serial TS Input and Output Card.
19. Sencore 8730A.M Peg-24:2:0 AVDecoder
20. Sencore 8708 Atlas Dual HD/SC SD1 Video Card
21. Panasonic A55D93. DVCPPro50/25 Decktop VTR
22. Panasonic AJYA94G. SDI 40 Board
23. Ensemble Designs BE54. Bright Eye 54 Sync Generator
24. EDBE41 Bright Eye 41 Analog Vid/AES/Tri-Level Sync Distributor Amp
25. X2 ED BE40. Bright Eye 40 SDI Reclocking Dist Amp
26. 2ED BEBP. Bright Eye Blank Panel
27. ED BERKMT Bright Eye Rack Mount
28. ED BEP56 Spider Power Supply
29. Matrix MSC-HD81-L HDSD1 8x1 1 RU Switcher
30. TV Logic LVM-172W. 17" multiformat LCD Monitors
31. TV Logic RMK-17 Rack Mount Kit
32. X2 Middle Atlantic MRK-4036LRD 40 Space (7") 36" Deep Gangle Rack
33. MA SPN-40-36 Pair of Side Panels
34. X2 MAMW-LURD-40 64% open area rear door
35. X2 MAMW 10 ft-550CFM Integrated 10" Fan Top
36. X4 MA MV ZRA 44 44 Space (77") MRK lvrk Z-rail/adaptor
37. X4 MAPD-2415SC-NS 24outlet, single/ 5 Amp circuit.
38. X2 MA CBS MRK 36 skirted wheelbase
39. X2 MA LF set of 4 leveling feet
40. X2 MA U3V 3 Space (5 ¼") vented rack shelf
41. MA W52-M31-18.2 Bay writing shelf, 18" deep
42. HP 55-1205 Desktop PC
43. X2 Netgear JG551616 Port 10/100/1000 Rack Mountable Gig switch
44. Tripplite Smart 2600 RM24 2600 VA/2.6 VA UPS

45. Linear LEx-2200 ATSC, 2-SC Channel Encoder
46. LEx-OPT.GN Program Ingest Option
47. LEx-OPT-67 Option for 608-708 CC conversion
48. HVS HVS7ns Engineering and Design Services
49. HVS HV53r
50. HVS HV55r Cable connectors, support shelves, cable lacing, etc.
51. Playbox Server IP: 192.188.108.31/#501205049
52. Harmonic Poviev IRD IP: 192.168.108.20/#801208049
53. Sencore Demod IP: 192.168.108.21
54. Pasdec EAS Ip: 192.168.108.22//#DA51725
55. Matrix 8x1 Switch IP: 192.168.108.23/#10151
56. Linear LE x2000 Encoder IP: 192.168.108.241/#4948-3604-1212-6774
57. AT&T Phone 2 line corded 1#ML17929

Back Room (Equipment already noted in this list without serial numbers) items listed below are equipment marked and checked with serial numbers.

Left

1. HP Pavilion Computer Windows 7 serial #658180-001v
2. Linear/serial #ASI002
3. Harmonic Proview IRD 2900 serial # 501205049
4. IRD-2900 Pro Receiver Decoder serial #436108
5. Panasonic DVC Pro50 Tape Deck Model# AJSD93
6. Miranda Imaging Symphony /Serial # A004588
7. Hp 2211 x Monitor
8. Hp Keyboard M# Dr 1101u, p/n# 539130-001
9. Hp Mouse m#MODGUO

Right

1. Sencore MRD 318713 serial #6976525
2. TV Logic Monitor serial # 120306-09-04
3. Matrix Switch Corporation Serial #
4. Playbox Serial # US-CIB-0-34-01
5. Netgear Prosafe 16 Port Gig Switch serial# JGS516V2
6. Fortinet, Fortigate 20-C serial # FGT20C3X11000589, SKU# FG-20C
7. Gigaset sx 762 WLAN dsl serial # A5B00101011398-A
8. Smart Pro UPS serial #2217AY05M87900147

SCHEDULE 1.2(c)

CONTRACTS AND LEASES TO BE ASSIGNED

LICENSE AGREEMENT

Licenser Contract No: _____

This LICENSE AGREEMENT ("Agreement") made this 22 day of June, 2012, ("Effective Date") by and between American Tower, L.P., a Delaware limited partnership, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("Licenser") and Northwest Television, Inc, an Arizona corporation, with a place of business at 4832 Givens Court, Sarasota, FL 34242 ("Licensee"). The attached Terms and Conditions are incorporated herein by this reference.

TOWER SITE INFORMATION:

Site Name: MOLINE
Site Number: 50925
Address and/or location of Tower Facility: 2880 N 1100 Ave., Lynn Center, IL. 61273-9284
Tower Facility Coordinates: Lat. 41-18-44.46 N Long. 90-22-46.22 W

NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Tim Geist / (330) 284-5754
- Licenser's local emergency contact (name and number): Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to: Northwest Television, Inc., 16480 Redington Drive, Redington Beach, FL 33708
- Notices to Licenser shall be sent to the address above to the attention of Contracts Manager.
- Licenser's Remittance Address: American Tower Corporation, Lockbox 7501, P.O. Box 7247, Philadelphia, PA 19170-7501

APPROVED USE OF TOWER SITE BY LICENSEE:

Transmitting frequencies: 180-186 MHz Receiving frequencies: N/A

Antenna mount height on tower: See Exhibit A for specific location description

All other permitted use of the Tower Site including, without limitation, Licensee's Approved Equipment (as defined in Section 1 herein), frequencies, channels and the identification and location of the Licensed Premises (as defined in Section 1 herein) at the Tower Site are described in Exhibits A and B, are incorporated herein by reference and made a part hereof.

FEES & TERM

The "Monthly License Fee" shall be Eight Thousand Five Hundred and 00/100 Dollars (\$8 500.00), adjusted on the anniversary of the Commencement Date of this Agreement and on each anniversary thereafter during the Initial Term and during any Renewal Terms by the "Annual Escalator". The Annual Escalator shall be four percent (4%).

The "Application Fee" shall be: N/A

The "Site Inspection Fee" shall be: N/A

Initial Term: The "Initial Term" of this Agreement shall be for a period of ten (10) years beginning on the Commencement Date. Subject to Section 1, the "Commencement Date" shall be defined as August 29, 2012.

Renewal Terms: The "Renewal Terms" of this Agreement shall be two (2) additional periods of ten (10) years each.

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licenser at the monthly rate of \$ _____, adjusted annually by the Annual Escalator and subject to Sections 3 & 5 OR
 Licenser, with such being included in the Monthly License Fee and subject to Sections 3 & 5, OR
 Licensee, at its sole expense.

OTHER PROVISIONS:

Other provisions: (check one): None As listed below:

- a) In no event shall Licensee's use of the Tower Site, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licenser's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licenser. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licenser for any and all costs required to modify and/or upgrade Licenser's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.
- b) Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Site completed after the execution of this Agreement by Licenser but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Site is not suitable for Licensee's Approved Equipment unless Licenser and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Site on mutually agreeable terms.

- c) *Prepayment of License Fee.* Notwithstanding anything to the contrary contained herein, Licensee shall pay to Licensor Fifty One Thousand and 00/100 Dollars (\$51,000.00) on or before the Commencement Date which amount represents the payment of the Monthly License Fee for the first six months in advance (the "Prepayment"). In the event, Licensee should exercise any right to terminate this Agreement prior to the Commencement Date defined above or within the first six months of the Initial Term and Licensee has complied with the removal requirements set forth in Section 4 below, then Licensee shall be entitled to a prorated refund of Prepayment from the date of removal through the end of the first six months of the Initial Term.
- d) *FCC License Contingency.* In the event the FCC license required for Licensee to operate the Approved Use is denied or has not been granted within six (6) months of the Commencement Date, either Party may immediately cancel the Agreement upon notice to the other Party. The assignment of the Licensee's interest in this Agreement and the assumption of the Licensee's obligations by Trinity Christian Center of Santa Ana, Inc d/b/a Trinity Broadcasting Network ("Trinity") shall void the Parties right to cancel pursuant to this paragraph. Licensor acknowledges that it consents to the assignment of Licensee's interest to Trinity provided Licensor receives notice of the assignment.
- e) *Temporary Use Period Prior to Initial Term.* Notwithstanding anything to the contrary herein, beginning June 18, 2012 and ending on the Commencement Date defined above (the "Temporary Use Period"), Licensee shall have the right to enter upon the Tower Site as approved by Licensor in its sole discretion. Except that any right to enter during the Temporary Use Period shall be revocable by Licensor to comply with any law or ground lease to which this Agreement is subordinate, during the Temporary Use Period, Licensee shall be entitled to the benefits and bound by the obligations set forth in this Agreement. Further, Temporary Use Period will not commence the Initial Term and Licensee will not be required to pay the Monthly License Fee.
- f) *Construction of Permanent Shelter.* Licensor shall construct a permanent shelter sufficient for Licensee's RF equipment at the Tower Facility to be completed no later than June 1, 2013. Licensor shall be exclusively responsible for the costs of the structure of the building and Licensee shall be exclusively responsible for the shelter's mechanicals supporting Licensee's RF transmission equipment including but not limited to HVAC, commercial power, transmitter cooling and back-up power.
- g) *Counterparts; Scanned Copies.* This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The parties hereto agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven. Specifically, a scanned signature shall be deemed an original for purposes of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; *provided, however, that this Agreement shall not become effective as to either Party until executed by both Parties.*

LICENSOR
American Tower, L.P., a Delaware limited partnership
By: ATC GP, Inc., its sole general partner

By: _____
Print Name: Richard Rossi
Its: Director, Contract Management
Date: 7-23-12

LICENSEE
Northwest Television, Inc., an Arizona corporation

By: _____
Print Name: THOMAS W. GILLIGAN
Its: President
Date: 6/22/12

Pursuant to Section 13 of the Ground Lease, Local TV Illinois, LLC (the "Landlord") shall be a signatory to this Agreement, for the sole purpose of approving this provision. Upon signing this Agreement, Landlord consents to this License to Licensee and consents to the use of ground space at the Tower Site as illustrated on the attached Exhibit A and Exhibit B.

LANDLORD Local TV Illinois, LLC
WGAD-TV Division of WNEP-TV, Inc.

By: _____
Print Name: Dale R. Woods
Its: General Manager
Date: June 28, 2012

TERMS AND CONDITIONS

1. **GRANT OF LICENSE.** Licensors hereby agrees to license to Licensee space for the housing, installation and operation of the communications equipment specifically described in Exhibit A attached hereto ("Approved Equipment") with the location of such Approved Equipment being more specifically described in Exhibits A and B ("Licensed Premises") at the communications tower, antenna structure or rooftop facility described in the Tower Site Information section on page 1 ("Tower Site"). All Approved Equipment shall be and remain Licensee's personal property. Licensors shall maintain the communication facility located on the Tower Site in good condition and in a manner which will not disturb Licensee's reasonable use of the Licensed Premises. Licensee shall also have a right to: (i) install and maintain wires, cables, conduits and pipes either within, over, under or along the Tower Site; and (ii) to use any specific right of way for access to the Tower Site, each at locations mutually agreed upon by Licensors and Licensee. In the event any public utility is unable to use the existing right-of-way, Licensors agrees to grant an additional right-of-way at the Tower Site either to Licensee or to the public utility at no cost to Licensee to the extent permitted under the Ground Lease at a location acceptable to the Licensors. Licensee shall be solely and directly responsible for any and all damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Site. Licensee shall have the right of access to the Licensed Premises 24 hours per day, 7 days per week, to the extent permitted under the Ground Lease. Licensee shall be responsible for ensuring that Licensors has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the access codes to the Tower Site.
2. **EXHIBITS.** In the event of inconsistency or discrepancy between Exhibit A and Exhibit B hereto, Exhibit A shall govern. If Exhibit B is not approved by Licensors and/or is not attached to this Agreement within thirty (30) days following the Effective Date, then Exhibit A shall govern. Any such inconsistency or discrepancy between Exhibits A and B as set forth in the foregoing sentence shall be deemed a material default by Licensee hereunder. Pursuant to Section 9, below, an amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensors has given its written consent ("Amendment") which shall update Exhibits A and B hereto. Within forty-five (45) days following the commencement of installation of any additional Approved Equipment, Licensee shall provide Licensors with as-built drawings or construction drawings of the additional Approved Equipment as installed in both hard copy and electronic form ("Construction Drawings"), such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Site. Upon receipt, Licensors shall insert hereto the Construction Drawings as Exhibit C to the Amendment. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensors may cause such Construction Drawings to be prepared on behalf of Licensee and Licensors shall assess a fee for such Construction Drawings at cost, including in-house labor, plus twenty percent (20%), which upon invoice shall become immediately due and payable. In the event of inconsistency or discrepancy between Exhibit A to the Amendment (with respect to Approved Equipment and antenna locations) together with Exhibit B to the Amendment (with respect to ground space installation locations) and Exhibit C to the Amendment hereto, Exhibits A and B to the Amendment shall govern, notwithstanding any approval or signature by Licensors or its employees.
3. **LICENSE FEES; TAXES; ASSESSMENTS.** The Monthly License Fee, as adjusted by the applicable Annual Escalator, shall be payable in advance on the first day of each calendar month beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for the first partial month shall be prorated on a daily basis. The Monthly License Fee for any last partial month in the term of this Agreement shall also be prorated on a daily basis. Licensee shall be solely responsible for all utility charges directly attributable to the Approved Equipment, except as otherwise provided on page 1 of this Agreement. Licensors shall be responsible for the payment of any applicable taxes or governmental assessments against the Tower Site or personal property and improvements thereon owned and maintained by Licensors. Licensee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises. Licensee agrees to pay or reimburse Licensors for any and all taxes, fees, or other costs and expenses assessed upon or paid by Licensors to the United States Forest Service or Bureau of Land Management attributable to Licensee's Approved Equipment, Licensee's use of or Licensee's presence at the Tower Site. All payments due under this Agreement shall be made to Licensors at c/o American Tower Corporation, Dept. 5305, P.O. Box 30000, Hartford, CT, 06150-5305 or such other address as Licensors may notify Licensee of in writing and/or upon such invoice. All payments due under this Agreement shall be rounded up to the nearest whole dollar amount. The CPI means the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984=100), as published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as if the Index had not been discontinued or revised.
4. **TERM.** The Initial Term of this Agreement shall be as specified on page 1. This Agreement shall automatically be renewed for the Renewal Terms, if any, also stated on page 1 unless either Party gives to the other one hundred eighty (180) days written notice of termination prior to the expiration of the then-current term. Upon expiration, cancellation or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee from

the Licensed Premises at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Premises in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. In the event that Licensor's right to license space to Licensee at the Tower Site is subject to a right of first refusal for the benefit of a third party or consent from the underlying Licensor of the Ground Lease, Licensor shall reserve the right to terminate this Agreement in the event that such third party fails to refuse, consent or waive (or is deemed to have refused or waived) such right or consent.

5. **COMMON EXPENSES; UTILITIES.** Licensee shall reimburse Licensor for Licensee's pro-rata share of costs and expenses incurred by Licensor for the maintenance, repair and replacement of common facilities at the Tower Site including, without limitation, damage to fences, gates, access roads, and the tower structure. Notwithstanding the foregoing, the cost and expenses associated with any damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the tower structure. In the event that Licensee also licenses space within a building or shelter owned by the Licensor on the Tower Site, Licensee shall also reimburse Licensor for its pro-rata share of all common expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by the Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses and replacement. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Site on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for common expenses within thirty (30) days following receipt of an invoice from Licensor. Licensor and/or Licensee shall be responsible for the utility costs associated with the operation of Licensee's Approved equipment as set forth on page 1; provided, however, that (a) in no event shall Licensor provide Licensee with telephone service; and (b) in the event that Licensor provides access to electricity or utilities to Licensee for a fixed fee or inclusive in the Monthly License Fee, Licensor reserves the right to reasonably increase such fees based on any change in equipment or increased power requirements by Licensee.
6. **INSTALLATION BY LICENSOR.** Intentionally omitted.
7. **SITE INSPECTION.** Not less than ten (10) days prior to any subsequent modifications to Licensee's Approved Equipment, or the installation of any additional Approved Equipment, Licensee shall pay Licensor a Site Inspection Fee. In the event that Licensor installs Licensee's Approved Equipment, Licensor shall waive the Site Inspection Fee with respect to such installation. The Site Inspection Fee shall be waived for the Approved Equipment listed on Exhibit A that was installed at the Tower Site prior to the Effective Date of this Agreement.
8. **LABELING.** Licensee shall identify its equipment and equipment cabinets (unless such cabinet is located in a building owned by Licensee) with labels permanently affixed thereto and stating Licensee's name, contact phone number, and installation date. Licensee's coaxial cables shall be labeled at both the top and bottom of the tower structure. **Should Licensee fail to so identify its equipment, Licensor may, in its sole discretion, interrupt Licensee's operations at the Tower Site and may, in its sole discretion, consider Licensee in default of this Agreement.** In addition, should Licensee fail to label its equipment as required by this section, Licensor may label Licensee's equipment and assess against Licensee a fee of one thousand dollars (\$1,000.00), as adjusted annually by a percentage rate increase equal to the Annual Escalator, which upon invoice shall become immediately due and payable.
9. **WORK; ALTERATIONS; STRUCTURAL ANALYSIS & MODIFICATIONS.** Licensee agrees that all of Licensee's property installed and/or to be installed upon the Tower Site and all frequencies utilized by Licensee pursuant to this Agreement will be in exact accordance with that specified in Exhibit A attached hereto. Licensee shall submit to Licensor detailed plans and specifications accurately describing all aspects of the proposed work to be performed including, without limitation, weight and wind load requirements and power supply requirements and evidence that Licensee has obtained all approvals, permits and consents required by, and has otherwise complied with, all legal requirements applicable to the performance of the Work. Licensee agrees that it will not install or make any alterations or additions to the Approved Equipment without the prior written consent of Licensor, hereinafter referred to as a Notice to Proceed (NTP), to be obtained in all cases. An amendment to Exhibit A to this Agreement shall be prepared to reflect each addition or modification to Licensee's equipment from time to time to which Licensor has given its written consent. Any and all work at the Tower Site shall be performed in accordance with the foregoing standards and by qualified contractors approved of in advance by Licensor (which approval of contractors shall not be unreasonably withheld, except as otherwise provided in the following sentence). Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb any tower structure at the Tower Site. Such contractors shall have valid and current worker's compensation and general liability insurance certificates on file with Licensor, naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements described in Section 14 of this Agreement. Licensee shall indemnify, defend and hold harmless Licensor from and against any and all costs, claims, causes of action and liabilities of every nature and kind arising out of the acts and omissions of Licensee, its employees and agents or Licensee's contractors or subcontractors. At its sole election, Licensor may, in its sole but reasonable judgment, perform or cause to be performed a structural analysis to

determine the availability of capacity at the Tower Site for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Premises by Licensee. Nothing herein shall prevent Licensee from performing such analysis for its own account; *provided, however*, that Licensor shall approve such vendor in Licensor's sole discretion and Licensee shall provide a complete copy of any structural analysis that it performs to Licensor at no cost to Licensor no more than thirty (30) days following the completion of that analysis. If Licensor performs such an analysis or causes one to be performed, Licensee agrees promptly to reimburse Licensor for all reasonable costs and expenses incurred by Licensor or Licensor's vendor in the performance of such structural analysis within thirty (30) days following receipt of an invoice from Licensor. In the event a structural analysis is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such analysis indicates that the existing tower structure can not structurally accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor or Licensee may terminate this Agreement upon written notice at any time prior to the commencement of Licensee's installation. With respect to any permitted structural modifications to the Tower or upgrade of utilities by Licensee that are approved by Licensor, Licensor reserves the right to simultaneously upgrade the tower structure or utilities in excess of the modification required to accommodate Licensee's Approved Equipment in order to increase capacity ("Excess Upgrade"); *provided*, however, that Licensor shall be solely responsible for the costs associated with such Excess Upgrade. Prior to the Commencement Date and/or prior to any Licensee-requested installation or modification Licensor may elect to perform a shared site interference study ("SSIS") and Licensee shall pay Licensor a fee of one thousand dollars (\$1,000.00) per study, as adjusted annually by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time of Licensee's application or immediately upon a determination by Licensor that a SSIS is required. Licensor's performance of the SSIS shall in no way constitute a warranty or representation from Licensor that Licensee's proposed operations from the Tower Site will not suffer or cause interference with other users, but shall merely be a customary report intended to assist in the prevention of potential interference.

10. RF INTERFERENCE.

(a) *Interference with a Pre-Existing Use.* Licensee's use of the Tower Site and its operation of all of its Approved Equipment thereon (including any subsequent modification or alteration thereto) shall be conducted in a manner that does not interfere electrically, or in any other manner whatsoever with any then pre-existing use of the Tower Site by Licensor or other users of the Tower Site ("Pre-Existing Use"). In the event that any Pre-Existing Use experiences interference caused by Licensee or Licensee's Approved Equipment (including any subsequent modification or alteration thereto), Licensee shall be notified in writing of such interference and Licensee shall power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensee's receipt of such notice. If Licensee does not cease all interfering operation within such seventy-two (72) hour period, Licensor shall have the right to disconnect Licensee's Equipment until such time as Licensee can affect repairs to the interfering Approved Equipment. If Licensee is unable to eliminate the interference, or reduce it to a level acceptable to the affected user of the Pre-Existing Use, within a period of thirty (30) days following such initial notice (provided that during such 30 day period, Licensee may operate its equipment intermittently during off-peak hours for testing purposes only), then Licensor may, in addition to any other rights it may have for Licensee's breach hereof, terminate this Agreement. In the event that Licensee is notified of any interference experienced by a Pre-Existing Use on the Tower Site alleged to be caused by Licensee's operations thereon, Licensee shall be obligated to perform whatever actions are necessary, at Licensee's sole cost and expense, to eliminate such interference and shall not be released from its obligation to continue to pay the Monthly Licensee Fee during any period that Licensee can not operate from the Tower Site pursuant to this Section 10.

(b) *Interference by a Subsequent Use.* Licensor agrees that Licensor and Licensor's customers' use of the Tower Site whose equipment is installed or modified subsequent to the Licensee's then-current operation of Licensee's Approved Equipment thereon ("Subsequent Use") shall not, interfere with Licensee's then-current permitted operations. In the event that Licensee experiences interference caused by any Subsequent Use, Licensee shall notify Licensor in writing of such interference and Licensor shall, or shall cause the operator of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensor's receipt of such notice. If such Subsequent Use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to Licensee, within a period of thirty (30) days (provided that during such 30 day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), then Licensee may, in addition to any other rights it may have for Licensor's breach hereof, terminate this Agreement. In the event that Licensor is notified of any interference experienced by Licensee alleged to be caused by a Subsequent Use on the Tower Site, Licensor shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to Licensee, to eliminate such interference. For the purposes of establishing the rights and obligations under this Section 10, the Parties agree that Licensee's Approved Equipment has been in operation at the Tower Site prior to the Effective Date of this Agreement.

(c) *Interference with Lighting and Building Systems and Building Tenants.* In no event shall Licensee's use of the Tower Site, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.



(d) *No Illegal, Unpermitted Use or Unlicensed Frequency Protection.* Notwithstanding anything to the contrary herein, Licensee shall not illegally transmit on any frequency, transmit on a channel or frequency not specified in Exhibit A attached hereto, operate at variance from the specifications in its FCC license or the FCC's rules governing Licensee's operation of its Approved Equipment, and Licensor shall not provide any protection to Licensee from interference from parties who are not Licensor's tenants at the Tower Site. Nothing in this Section 10 shall be deemed or interpreted to provide any protection to Licensee from any form of interference from any person in the event that Licensee is operating on any unlicensed frequency spectrum or pursuant to FCC Part 15.

11. **SITE RULES AND REGULATIONS.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Site by Licensor in its discretion, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations or in accordance with Licensor's obligations under the Ground Lease. Such rules and regulations will not unreasonably interfere with Licensee's normal business operations.
12. **CASUALTY; CONDEMNATION.** For purposes of this Agreement it shall be deemed a Casualty Event, if the Licensed Premises or the Tower Site is destroyed or condemned, in whole or part, whether by eminent domain or otherwise. In the event that the Licensed Premises or the Tower Site is wholly destroyed or condemned, whether by eminent domain or otherwise, this Agreement shall terminate without further liability to either Party except for payment of the Monthly License Fees due up to the time of such destruction or condemnation. If the Licensed Premises are partially destroyed or condemned and are usable by Licensee for its purposes, then Licensor shall, within one hundred and twenty (120) days (which shall be extended for any delays directly caused by governmental action or inaction), repair the Licensed Premises or the Tower Site with a reasonable reduction of the Monthly License Fee to Licensee during the period of repair. In the event that the site repair or reconstruction has not commenced within one hundred eighty (180) days following such Casualty Event, Licensee may terminate this Agreement upon written notice to Licensor prior to the commencement of any such repair or reconstruction of the Tower Site. If, however, any such partial destruction or condemnation occurs within six (6) months prior to termination of this Agreement, either Party may terminate this Agreement without further liability except for payment of the Monthly License Fees up to the time of such destruction or condemnation. Any Monthly License Fees prepaid by Licensee shall be returned to it as part of the operation of this section.
13. **COMPLIANCE WITH LAWS.** Licensor is responsible for ensuring that the tower structure at the Tower Site is operated in compliance with all governmental lighting and marking requirements. Licensor shall indemnify and defend Licensee from and against any loss, cost, or expense sustained or incurred by Licensee as a result of Licensor's failure to comply with duly issued governmental regulations relating to tower lighting and marking. Notwithstanding anything to the contrary in the Agreement, Licensee shall at all times comply with all applicable laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.
14. **INDEMNIFICATION; INSURANCE.** Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other Party, its respective Affiliates, and their respective directors, employees, officers, shareholders, successors and assigns against all claims, losses, costs, expenses, damages, and liabilities (except as otherwise provided in Section 15 of this Agreement) arising from: (i) the negligence, willful misconduct or strict liability of such Party, or its agents, employees, representatives, contractors; or (ii) any material breach by such Party of any provision of this Agreement. In addition to the foregoing, Licensee shall indemnify Licensor for all costs and expenses associated with actions taken by Licensor to resolve any interference caused by Licensee or Licensee's Approved Equipment pursuant to Section 10(a), (c), and (d). Neither Party shall be responsible or liable to the other for any damage arising from any claim to the extent attributable to any acts or omissions of other licensees at the Tower Site. Additionally, Licensor and Licensee shall keep in full force and effect, during the term of this Agreement and the term of any License, insurance coverage in accordance with Exhibit C-1 attached hereto. Notwithstanding anything to the contrary, Licensor may provide all or some of the insurance coverage limits required herein through an umbrella policy.
15. **WAIVER OF CERTAIN DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO RECOVER INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF ANY DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORSEEABLE.**
16. **NOTICES.** Any required or permitted notice or demand shall be made by certified mail, postage prepaid or via nationally recognized overnight courier service addressed to the other Party at the address set forth on page 1. Either Party may modify, add, or delete notice addresses from time to time by notice given in accordance with this section. Any notice or demand shall be deemed to have been given or made at the time it is deposited in a United States Post Office or with a private overnight courier service.
17. **ASSIGNMENT; SUBLEASING.** Licensee may assign this Agreement as a whole with Licensor's prior written consent; *provided, however,* that Licensor's consent will not be required for an assignment to any person or entity which is controlled

by, controlling or under common control with Licensee ("Affiliates"). For these purposes, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership. In no event may Licensee sublet, sublease, or permit any other similar use of the Tower Site or Licensed Premises by any other party. In no event may Licensee diplex or combine signals or grant any shared use rights for itself or others. In the event of a permitted assignment hereunder, Licensee shall be relieved of any of its obligations under this Agreement arising on or after the effective date of such permitted assignment. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment, transfer, or sublease. This Agreement shall be binding upon the successors and permitted assigns of both parties. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement.

18. **QUIET ENJOYMENT.** Licensor covenants and agrees that, upon Licensee's paying the Monthly License Fee and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee under this Agreement, Licensee shall be entitled to quiet enjoyment of the Licensed Premises during the term of this Agreement.
19. **SUBORDINATION TO GROUND LEASE.** The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Premises and/or any part of the Tower Site is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement ("Ground Lease"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of an applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to be bound by such Ground Lease as applicable to the access and occupancy of the Licensed Premises. In the event that the Ground Lease expires or terminates prior to the expiration of the Initial Term or applicable Renewal Terms, this Agreement shall automatically terminate upon termination of Licensor's right to possession of the Tower Site and Licensee shall remove its equipment and any improvements from the Tower Site in accordance with this Agreement and any applicable provisions under the Ground Lease. Licensor agrees not to take any action with respect to the Ground Lease as then in effect which will cause the Ground Lease to be prematurely terminated during the term of this Agreement. Licensor hereby warrants and agrees that it shall exercise any existing renewal option available to it pursuant to the Ground Lease through the end of the term of this Agreement. Upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted, unless prohibited by the terms of such Ground Lease. Notwithstanding the foregoing, Licensor shall not be required to pay any form of consideration to obtain the approval or consent of any Licensor under a Ground Lease.
20. **DEFAULT.** Either Party shall have ten (10) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any monetary default (provided, however, that if Licensee fails to make any payment of the Monthly License Fee when due and cures such default two (2) times within any twelve (12) month period, then any further failure within the same twelve (12) month period shall be an automatic default with no cure period) and, except as otherwise provided in this Agreement with respect to RF interference, labeling and Construction Drawings, thirty (30) days after receipt of written notice from the other Party to cure any non-monetary default. Except with respect to RF interference, so long as the Party charged with the default diligently pursues a cure during the prescribed time period, that Party shall be given additional time reasonably necessary to cure the default. If subsequent to the foregoing requisite periods of time, there continues to be an event of default, the non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.
21. **COLLECTIONS.** Subject to the provisions of Section 20 above, Licensor may take any collections actions it deems necessary without further notice to Licensee, including, without limitation, the disconnection or removal and storage of any and all of Licensee's equipment, including the Approved Equipment or all other Licensee property located on the Tower Site. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost or expense reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement. Licensor shall accept any such partial payment for the account of Licensee. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to: (i) eighteen percent (18%) per annum; or (ii) at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this

Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

22. **GOVERNMENTAL APPROVALS; PERMITS.** In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Site is challenged, terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. In the event that Licensor does not terminate this Agreement, Licensee may elect to install or continue to operate its equipment at its sole cost and risk. Licensee understands and agrees that, in the event of a governmental or legal order requiring the removal of Licensee's equipment from the tower or removal of the tower structure or any structural modification required to accommodate Licensee's Approved Equipment, Licensee shall do so promptly at its sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment; provided, however such cooperation shall be subject to the foregoing: (a) Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation; (b) Licensor reserves the right to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense; and (c) in no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Site or Licensor's current or future use or ability to license space at the Tower Site as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required consents or permits in connection with such shelter or cabinet installation. Licensee hereby consents to the stacking of a third-party or Licensor owned platform, shelter or cabinets above or below Licensee's shelter or cabinets provided Licensor or such third party shall be solely responsible for all costs and expenses associated with obtaining any required consents or permits in connection with such shelter or cabinet installation above Licensee's equipment. In addition to the foregoing, in the event that Licensee has not been requested to install a stackable shelter and does not utilize a stackable shelter, Licensee agrees that Licensor shall have the right to require Licensee to replace its shelter with a stackable shelter upon no less than thirty (30) days prior written notice at the sole cost and expense of a subsequent licensee who installs a stacked shelter above Licensee's equipment shelter.
23. **REPLACEMENT OF TOWER.** Licensor reserves the right, in its sole discretion, to replace or rebuild the tower structure or the top of the tower. In such event, Licensor shall provide Licensee with space at the Tower Site suitable to allow Licensee to continue to operate the Approved Equipment in a substantially similar manner during the construction period. Licensor shall be solely responsible for the costs associated with removing and re-installing the Approved Equipment. Licensor also expressly reserves the right to erect one or more towers on the Tower Site, subject to Licensor's obligations to Licensee under this Agreement. Licensee shall also have the right to establish a temporary facility on the Tower Site to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval.
24. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Site is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
25. **EXCUSABLE DELAYS.** If either Party is unable due to causes beyond its reasonable control to carry out its obligations under this Agreement in whole or in part and if such Party gives written notice and full details of an excusable delay (including, without limitation, a *force majeure* event) to the other as soon as practicable after the occurrence of the event, then the obligations of the affected Party will be suspended to the extent reasonably required as a result of such event. *Excusable Delay* means an event that is not within the reasonable control of the affected Party, including, without limitation, war, riots, civil insurrection or acts of a common enemy, fire, flood, strikes or other labor difficulty, acts of civil or military authority, including governmental laws, orders, actions, inactions or regulations, embargo.
26. **MISCELLANEOUS.** Time is of the essence in this Agreement. The offer of license expressed in this Agreement shall automatically expire and become void if not accepted by Licensee and such acceptance received by Licensor within thirty (30) days from the Effective Date. The only means by which Licensee may accept this offer of license is by timely returning two unaltered copies of this Agreement, executed on behalf of Licensee, to Licensor. Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at any Tower Site or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by the Licensor or its Affiliates and such signatory does not hold the real property or leasehold interest in the affected Tower Site, the execution of this Agreement shall be deemed to have been properly executed by the Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Site. Either Licensor or Licensee may be referred to herein as a "Party" and both Licensor and Licensee together may be referred to herein as the "Parties". At the sole election of Licensor, in the event that Licensee and Licensor enter into a master tower space license agreement ("New Agreement") which is applicable to this Tower Site during the Initial Term or any Renewal

Term of the Agreement, Licensor may give notice to Licensee that this Agreement is terminated ("Termination Date") and Licensee and Licensor shall execute a New Agreement for the Licensed Premises and Licensee's Approved Equipment listed on Exhibit A hereto within thirty (30) days following such notice. Such New Agreement shall specify that the commencement date is the Termination Date. If the New Agreement has pre-determined monthly license fee rates and/or annual escalator rates that conflict with the Monthly License Fee and/or the Annual Escalator listed on page 1 of this Agreement, then the license fee rate and/or the annual escalator rate in the Agreement shall govern. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of the Agreement, Sections 14, 15, 20, 21 and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter hereof and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

27. **CONFIDENTIALITY.** Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other party, which may be withheld in such party's sole and absolute discretion.

The offer of license expressed in this proposed Agreement shall automatically expire and become void if not accepted and executed by Licensee and such acceptance received by Licensor within thirty (30) days of the Effective Date.

ATTACHED EXHIBITS:

- Exhibit A: List of Approved Equipment and location of the Licensed Premises
Exhibit B: Site Drawing indicating the location of Approved Equipment on the Tower Site
Exhibit C-1: Insurance.

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EXHIBIT A
Approved Equipment

11/11/11

EXHIBIT										
								Trinity Broadcasting Network		Moline
GROUND SPACE REQUIREMENTS										
PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (LxW (ft))			20 x 90		Sq. ft. N/A					
INSIDE ATC SHELTER	DIMENSIONS (LxWxH (ft))		N/A							
CUSTOMER SHELTER	<input checked="" type="checkbox"/>	DIMENSIONS (LxWxH (ft))	N/A	PAD FOR SHELTER	DIMENSIONS (LxW (ft))	N/A	STOOP	DIMENSIONS (LxW (ft))		N/A
OUTDOOR CABINETS	QUANTITY OF CABINETS		N/A	DIMENSIONS (LxWxH (ft))	N/A	PAD FOR CABINETS	DIMENSIONS (LxW (ft))			N/A
BACKUP POWER REQUIREMENTS										
GENERATOR NOT REQUIRED?	<input checked="" type="checkbox"/>	ATC SHARED GENERATOR			SHARED GENERATOR PEAK USAGE (KW)					N/A
INSIDE CUSTOMER SHELTER	GENERATOR (to be located inside primary leasing area)				GENERATOR (to be located outside primary leasing area)					
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LxW (ft))			N/A							
MANUFACTURER	N/A	MAKE / MODEL	N/A	CAPACITY (KW)	N/A	FUEL TYPE	N/A			
PAD FOR GENERATOR	DIMENSIONS (LxW (ft))		N/A							
FUEL TANK	DIMENSIONS (LxW (ft))		N/A	TANK SIZE (gal)	N/A					
PAD FOR FUEL TANK (if required)	DIMENSIONS (LxW (ft))		N/A							
SECONDARY GROUND LEASE AREA REQUIREMENTS										
Will supplementary ground space be needed to accommodate additional equipment?			Y	N	X					
IF YES, ADDITIONAL LEASE AREA DIMENSIONS (LxWxH (ft))			N/A	Sq. ft.	N/A					
ADDITIONAL EQUIPMENT:	N/A		DIMENSIONS (LxWxH (ft))		N/A					
ADDITIONAL EQUIPMENT:	N/A		DIMENSIONS (LxWxH (ft))		N/A					
POWER/TELCO REQUIREMENTS										
POWER PROVIDED BY:	UTILITY COMPANY DIRECT			<input checked="" type="checkbox"/>	ATC PROVIDED		Average monthly power consumption (KWH units) N/A			
TELCO/INTERCONNECT REQUIREMENTS:	FIBER		TI		MICROWAVE		FIBER OPTICS			
TRANSMITTER SPECIFICATIONS (& RECEIVER)										
TRANSMITTER/RECEIVER TYPE	Transmitter		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
QTY of TRANSMITTERS/RECEIVERS	1		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
MANUFACTURER	Larcant		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TYPE & MODEL	VHF		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TYPE of TECHNOLOGY	TV		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TX POWER OUTPUT	5 KW		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
*ERP (Watts)	23 KW		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ELECTRIC SERVICE REQUIRED (Amps/Volts)	100 amps/208 volts		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ANTENNA EQUIPMENT SPECIFICATIONS										
EQUIPMENT TYPE:	TV		Disc-Radome	N/A	N/A	N/A	N/A	N/A	N/A	
RAD CENTER AGL (ft)	1066		290	N/A	N/A	N/A	N/A	N/A	N/A	
EQUIPMENT MOUNT HEIGHT (ft)	102K		290	N/A	N/A	N/A	N/A	N/A	N/A	
EQUIPMENT MOUNT TYPE	Side Arm		Side Arm	N/A	N/A	N/A	N/A	N/A	N/A	
EQUIPMENT MANUFACTURER	Allvea Telecommunications		Andrew	N/A	N/A	N/A	N/A	N/A	N/A	
EQUIPMENT MODEL #	ATC-DCE780-B		PLA-57W-12XA	N/A	N/A	N/A	N/A	N/A	N/A	
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	52' overall		8'	N/A	N/A	N/A	N/A	N/A	N/A	
EQUIPMENT WEIGHT (per item, in lbs.)	900 lbs		251 lbs	N/A	N/A	N/A	N/A	N/A	N/A	
EQUIPMENT QUANTITY	1		1	N/A	N/A	N/A	N/A	N/A	N/A	
AZIMUTHS / DIRECTION of RADIATION (degrees) (i.e. "018/0240")	TBD		300 degree	N/A	N/A	N/A	N/A	N/A	N/A	
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/45"	1		1	N/A	N/A	N/A	N/A	N/A	N/A	
TX FREQUENCY	180-186 Mhz		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
RX FREQUENCY	N/A		30K+	N/A	N/A	N/A	N/A	N/A	N/A	
Is equipment using unlicensed frequencies?	No		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ANTENNA GAIN	N/A		41 dBi	N/A	N/A	N/A	N/A	N/A	N/A	
TOTAL # of LINES for equipment in column	1		1	N/A	N/A	N/A	N/A	N/A	N/A	
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "3/35"	1		1	N/A	N/A	N/A	N/A	N/A	N/A	
LINE TYPE	Coax		Elliptical	N/A	N/A	N/A	N/A	N/A	N/A	
LINE DIAMETER / SIZE	3" Flex Cable		EW6J	N/A	N/A	N/A	N/A	N/A	N/A	

Licensors Site Name / Number: MOLINE, IL / 50925
Licensee Site Name / Number: Moline / N/A

Exhibit B
**Site Drawing indicating the location of ground space for Licensee's equipment
shelter or space in Licensor's building (as applicable)**

To be attached hereto within thirty (30) days of the Effective Date.



Exhibit C-1 Insurance

A. LICENSOR shall maintain in full force during the term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Site prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either party, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either party from any obligations under this Agreement, and (b) the Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.