

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT (“Agreement”)**, dated as of the 16<sup>th</sup> day of October, 2012, by and between **Roberts Broadcasting Company of Jackson, MS, LLC**, a Missouri limited liability company and debtor-in-possession (“**Seller**”), and **Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network**, a California non-profit church corporation (“**Buyer**”).

**WHEREAS**, Seller is the licensee and operator of Commercial Digital Television Broadcast Station WRBJ-DT, Channel 34, Magee, Mississippi, FCC Facility ID #136749 (the “**Station**”);

**WHEREAS**, on October 7, 2011, Seller filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”), which Chapter 11 proceeding is being jointly administered under the caption *In re Roberts Broadcasting Company, et al.*, Case No. 11-50744 (the “**Bankruptcy Proceeding**”);

**WHEREAS**, Seller continues to operate the Station as debtor-in-possession in accordance with the provisions of Bankruptcy Code Section 1107;

**WHEREAS**, Seller desires to sell and the Buyer desires to purchase pursuant to the provisions of Bankruptcy Code Section 363(f) certain of the assets, authorizations, contract rights and goodwill of the Station in order to serve the public interest, convenience and necessity;

**WHEREAS**, consummation of the foregoing transaction is subject to and expressly conditioned upon the Bankruptcy Court providing appropriate authorization and approval of the transaction;

**WHEREAS**, consummation of the transaction is further subject to and expressly conditioned upon the Federal Communications Commission (“**Commission**” or “**FCC**”) consenting to the assignment to Buyer of the Commission licenses for the Station (which applications will contain this Agreement);

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Assets to Be Sold.

a. In consideration for the payments and other good and valuable consideration stated in the paragraphs below, and upon the terms and conditions set forth herein, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all liens, claims, encumbrances, security interests, charges and restrictions (except for Permitted Liens, as defined in Subparagraph 1(b), below), all of the following assets used in or necessary for the conduct of the business of the Station or its commercial operation (hereinafter referred to as the “**Sale Assets**”):

(1) All of Seller's right, title and interest to the licenses, construction permits and other authorizations granted by the Commission for the operation of the Station now held or obtained prior to Closing, including the FCC authorizations for all of Seller's related broadcast auxiliary station facilities (if any), and which are set forth on Schedule 1(a)(1) hereto (and any renewals, extensions, amendments or modifications thereof), to the extent such other permits, licenses and authorizations pertain to or are used in the operation of the Station (collectively, the "**Licenses**").

(2) All of Seller's right, title and interest in and to the tangible personal property owned and/or used or held for use in the operation of the Station, including but not limited to the transmitter, towers and guy wires (if any), directional antenna, studio equipment, office fixtures and furniture, supplies, inventory, computers and computer software, spare parts and other tangible personal property now owned or leased by Seller and which are set forth on Schedule 1(a)(2) (the "**Tangible Personal Property**") and any improvements, replacements and alterations thereto made between the date of this Agreement and the Closing Date. Schedule 1(a)(2) also reflects (i) all liens (that are not Permitted Liens) to which any of the Tangible Personal Property is currently subject; and (ii) all leases by which any of the Tangible Personal Property is made available to Seller by a third party, or by Seller to any other party.

(3) All of Seller's right, title and interest in and to (i) the leased real property and improvements occupied by Seller and used in the operation of the Station and which are set forth on Schedule 1(a)(3) (the "**Leased Real Property**"), and (ii) the lease agreements relating thereto, as amended (the "**Assigned Leases**").

(4) All of Seller's right, title and interest in and to the call letters WRBJ-DT, patents, patent applications, trademarks, tradenames, service marks, and copyright registrations or copyright applications and any other intangible assets such as phone numbers, jingles, slogans and other promotional material used in connection with the operation of the Station which are set forth on Schedule 1(a)(4), together with all goodwill of the Station's business associated with the foregoing (the "**Intellectual Property**").

(5) Any and all logs pertaining to the Station's operations, the public inspection file required by 47 C.F.R. §73.3526 to be maintained for the Station, and other records, reports, files or logs (whether in electronic or paper form) relating to the Station and its operations maintained by or on behalf of Seller, with the exception of corporate and financial records pertaining to Seller").

(6) All rights, claims, actions, causes of action, privileges and defenses of Seller associated with any of the Sale Assets listed in the preceding subparagraphs of this Paragraph 1.

b. All of the Sale Assets shall be transferred to Buyer free and clear of any debts, liens, security interest or encumbrances of any kind or nature ("**Liens**"), except for (i) assumed liabilities as provided for in Paragraph 5, (ii) liens for taxes not yet due and payable, (iii) recorded easements, restrictive covenants, exceptions, reservations and limitations that do not in any material way interfere with or impair the present use of the property or asset to which they apply, and (iv) any liens securing indebtedness that will be removed prior to or at the

Closing or that will be discharged by the terms of the Bankruptcy Court Approval (collectively, “**Permitted Liens**”).

c. Buyer and Seller acknowledge and agree that Seller may amend the Assigned Lease with Roberts Tower Company II LLC for the tower site on or before the Closing Date to provide for a term of five (5) years, with 4 five (5) year automatic renewal terms unless the Licensee’s elects not to renew at least ninety (90) days prior to the expiration of the then current term (the “**Tower Site Lease Amendment**”). Buyer and Seller acknowledge that the Assigned Lease with Roberts Brothers Properties IX, L.L.C. for the studio site shall be amended at Closing to delete all of language in Section 1 which appears after the date “November 14, 2014” (the “**Studio Site Lease Amendment**”).

2. Consideration. As the total consideration for Seller’s sale and assignment to Buyer of all of the Sale Assets listed in Paragraph 1 and all other performance by Seller under this Agreement, Buyer shall pay to Seller a purchase price of one million five hundred thousand dollars (\$1,500,000) in lawful money of the United States of America (the “**Purchase Price**”), in the following manner:

a. On the date hereof, Buyer shall send a wire transfer of immediately available federal funds for deposit into the trust account of Seller’s counsel Danna McKitrick, P.C., in the amount of one hundred fifty thousand dollars (\$150,000) (the “**Escrow Deposit**”). The Escrow Deposit will be held by such counsel in escrow and will either be retained by Seller or returned to Buyer as provided herein.

b. At the Closing of the transactions contemplated by this Agreement, (1) unless otherwise agreed to by Seller and Buyer, Seller shall be entitled to receive the Escrow Deposit as partial payment of the Purchase Price, and (2) simultaneously therewith Buyer shall pay by wire transfer of immediately available federal funds, pursuant to wire transfer instructions to be delivered by Seller to Buyer not later than two business days prior to the Closing, the amount of the Purchase Price, less the Escrow Deposit, and subject to any adjustments contemplated by Section 2(c) below.

c. Subject to Section 2(d) below, all operating income and expenses (including ad valorem taxes and assessments, rental payments under the Assigned Leases, utility bills and other ongoing revenue or costs of the usual operation of the Station) shall be prorated as of 12:01 a.m. on the date of Closing (the “**Effective Time**”) and an adjustment to the Purchase Price shall be made to reflect the principle that all such income and expenses attributable to the operation of the Station before the Closing Date shall be for the account of Seller, and all such income and expenses attributable to the operation of the Station from and after the Closing Date shall be for the account of Buyer. Seller shall receive a credit at Closing for the following deposits: (i) \$3,000 deposit with the utility company at the tower site; (ii) \$5,500 security deposit with respect to the Assigned Lease for the tower site; and (iii) \$7,950 security deposit with respect to the Assigned Lease for the studio site. For purposes of making the adjustments pursuant to this Section 2(c), Buyer shall prepare and deliver a schedule to Seller containing Buyer’s good faith estimate of prorations no later than three (3) business days prior to the scheduled Closing Date (the “**Preliminary Adjustment List**”). The Purchase Price shall be adjusted at Closing by the prorations set forth in the Preliminary Adjustment List. Buyer shall

prepare a schedule of final prorations and shall deliver such schedule to Seller within forty-five (45) days following the Closing Date, or such earlier or later date as shall be mutually agreed to by Seller and Buyer (“**Adjustment List**”). The Adjustment List shall set forth each prorated income or expense item and include the net adjustment (“**Adjustment**”) to be made to the Purchase Price as a result thereof, to the extent different than the adjustments made on the Closing Date as set forth in the Preliminary Adjustment List. In the event Seller disagrees with the Adjustment amount determined by Buyer or with any other matter arising out of this subsection, and Buyer and Seller cannot within sixty (60) days resolve the disagreement themselves, the parties will refer the disagreement to an independent certified public accounting firm mutually agreeable to Buyer and Seller, whose decision as to the amount of the Adjustment shall be final and binding on all parties in interest, and whose fees and expenses shall be borne by the non-prevailing party or parties as specified by such accounting firm. If the net effect of all Adjustments is a credit to Buyer, then Seller shall promptly pay the net amount of the Adjustments to Buyer. If the net effect of all Adjustments is a charge to the account of Buyer, then Buyer shall promptly pay the net amount of the Adjustments to Seller.

d. All sales and use taxes, transfer taxes, and similar taxes and fees incurred in connection with this Agreement, together with any costs of recordation, filing fees or the like, and taxes incurred on or after the Closing Date, shall be paid by Buyer. Annual FCC regulatory fees for the Station shall be paid by the party who is the Station licensee on the last day such fees are due to be paid, unless such party is exempt from such fees.

3. Excluded Assets. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that the Sale Assets shall not include the following items, all of which shall remain the property of Seller (collectively, the “**Excluded Assets**”):

- a. Any cash on hand at the Station at Closing;
- b. Any bank accounts, cash equivalents and securities and other investments owned by Seller as of the Closing Date;
- c. All accounts receivables of the Station and notes receivable in favor of Seller in existence prior to Closing;
- d. Seller’s books and records pertaining to its corporate organization, taxation, employee retirement and welfare benefit plans pension, profit sharing, cash bonus and deferred compensation plans, and all assets relating to any of the foregoing plans;
- e. Seller’s accounts and notes receivable, rights to refunds and rebates of taxes and fees attributable to periods prior to Closing, and rights under insurance policies, including without limitation rights of defense, indemnity and reimbursement, and all program, spot, commercial announcement, advertising, promotion, or airtime agreement involving the Station or to which Seller may be a party;
- f. Those items and/or assets identified on Schedule 3(f) hereto and expressly incorporated herein by reference;
- g. All of Seller’s right, title and interest in and to any owned real property;

h. All rights, claims, actions and causes of action of Seller under Section 547 of the Bankruptcy Code or under any federal or state law relating to fraudulent conveyances and conveyances for less than full consideration in money or money's worth;

i. All other assets of Seller that are not Sale Assets.

4. Collection of Accounts Receivable. All accounts receivable of the Station and notes receivable in favor of Seller in existence prior to the Closing Date shall remain the property of Seller. All accounts receivable of the Station derived on or after the Closing Date (if any) shall be the property of the Buyer. With respect to Seller's accounts receivable, Seller shall be responsible for collecting its own accounts receivable, and may take any lawful collection actions it deems necessary to collect such unpaid accounts receivable for its own account; provided, however, that any checks or other payments received by the Buyer after the Closing Date which belong to Seller shall be promptly forwarded by Buyer to Seller. Amounts received from an account of both Seller and Buyer shall be applied to the oldest receivable first, unless the payor explicitly designates otherwise without encouragement from the party designated by the payor. Buyer is not assuming, and shall have no obligation to pursue or seek enforcement or payment of any amounts owing to Seller, whether an account receivable or otherwise, pursuant to any program, spot, commercial announcement, advertising, promotion, or airtime agreement involving the Station and to which Seller may be a party.

5. No Liabilities Assumed Other Than Those Expressly Stated. The parties hereto agree and understand that this Agreement is for the sale and purchase of the Sale Assets, free and clear of all Liens, except for Permitted Liens. Except with respect to the Assigned Leases and liabilities for which Buyer received a credit under Paragraph 2(c) or as otherwise specifically agreed to herein, Buyer does not assume, or agree to pay or discharge, any debts or obligations incurred by Seller with respect to the Station prior to the Closing Date (whether such obligations are known or unknown, contingent, disclosed or undisclosed). Any and all liabilities authorized by Buyer and not by Seller, pertaining to Buyer's operation of the Station subsequent to the Closing, or which are otherwise incurred by or on behalf of Buyer and not by Seller in relation to the Sale Assets subsequent to the Closing, including obligations incurred pursuant to the Assigned Leases and liabilities for which Buyer receives a credit under Paragraph 2(c), shall be the responsibility of, and discharged by, the Buyer and not Seller (the "**Assumed Liabilities**"). Subject to the provisions of this Paragraph 5 and Paragraph 2(c) of this Agreement, at the Closing, Buyer shall assume and undertake to pay, satisfy or discharge as its primary obligations the liabilities, obligations and commitments arising or accruing after the Closing Date under the Assigned Leases or for which Buyer received a credit under paragraph 2(c).

6. FCC Consent. It is understood and agreed by all parties that the prior written consent of the FCC to an application on FCC Form 314 (the "**Application**") for consent to the voluntary assignment to Buyer of the licenses of the Station (the "**FCC Consent**") is required before the Closing can occur. Seller and Buyer each hereby agrees to undertake the various activities necessary by each to complete and submit the Application. Seller shall take the initial responsibility to complete its part of the Application. The Application shall be filed within five (5) business days after the date hereof. Each party shall pay its own legal fees and other expenses incurred in the preparation and execution of this Agreement and the Application. Buyer shall pay all required FCC application filing fees. The parties agree to cooperate to

achieve approval by the FCC of the Application, including but not limited to diligently prosecuting the Application in good faith to achieve grant and finality thereof as expeditiously as practicable, and to take no action to delay or defeat approval. Notwithstanding the foregoing, neither Seller nor Buyer shall be required to participate in any trial-type administrative hearing or judicial appeal.

7. Bankruptcy Court Approval. It is understood and agreed by all parties that the terms of this Agreement and consummation of the proposed transaction shall be subject to approval by the Bankruptcy Court (“**Bankruptcy Court Approval**”) pursuant to one or more motions filed by Seller to sell the Sale Assets pursuant to Bankruptcy Code Section 363(f) and to assume and assign the Assigned Leases pursuant to Bankruptcy Code Section 365 (each a “**Sale Motion**”). Seller shall deliver a draft of each Sale Motion to Buyer prior to the filing of such motion for its approval, which approval shall not be unreasonably withheld or delayed.

8. Station Information/Documentation. Seller and Buyer acknowledge that Seller has provided or allowed Buyer access to various documents, records and other information regarding the Station as requested by Buyer. Buyer has completed its review of the Station and the Sale Assets and has elected to go forward with the transaction on the terms set forth in this Agreement and the terms and conditions imposed by the Bankruptcy Court.

9. Closing Date; Time of the Essence. Consummation of all transactions effecting transfer of the Sale Assets under this Agreement (herein referred to as the “**Closing**”) shall occur on a mutually agreed-upon business day not later than the tenth (10<sup>th</sup>) calendar day subsequent to the date upon which: the Bankruptcy Court Approval and the FCC Consent have been obtained, provided that the FCC Consent shall be final and no longer subject to administrative or judicial action, review, rehearing or appeal (“**Final FCC Order**”); and satisfaction of conditions precedent to the obligations of the parties to close to the extent not waived by a party. The date on which Closing occurs is referred to herein as the “**Closing Date**”. On the Closing Date, unless the Parties mutually agree otherwise, completion of all transactions to effect the Closing shall take place at the office of Seller’s counsel in St. Louis County, Missouri beginning no later than 1:00 p.m. local time. To the extent feasible, the Closing shall be conducted by an exchange of documents by fax, e-mail and overnight courier service, and application of the Escrow Deposit and wire transfer of the remainder of the Purchase Price as provided in Section 2 above, and without personal attendance by principals of the parties. Notwithstanding the foregoing, Buyer shall have the sole right to advance the Closing and schedule the Closing Date to a date at any time after Bankruptcy Court Approval and the FCC Consent have been obtained and all other conditions to Closing have been satisfied or waived, subject to giving Seller five (5) calendar days’ advance written notice of the Closing Date. Time is of the essence in the completion of this Agreement and the consummation thereof.

10. Seller’s Representations and Warranties. The parties agree and understand that the Sale Assets to be sold hereunder are to be conveyed to Buyer “as is, where is”, without warranty as to their location, condition or fitness for a particular purpose. Notwithstanding the foregoing, Seller hereby makes the following limited representations and warranties with respect to the Sale Assets and Seller’s right and authority to effectuate this Agreement. Seller shall have thirty (30) days after Buyer notifies Seller that it is in breach of any representation or warranty hereunder to cure such breach. If Seller fails to cure such breach within such thirty (30) day period, Buyer

may elect to terminate the Agreement on account of such breach by delivering written notice to Seller within fifteen (15) days after expiration of the cure period, or such breach shall be deemed waived by Buyer and shall not be a condition to Closing.

a. *Organization, Standing and Authority.* Seller is a limited liability company duly organized and validly existing under the laws of the State of Missouri. Subject to obtaining Bankruptcy Court Approval and the FCC Consent, Seller has all requisite organizational power and authority to enter into, perform and be bound by this Agreement, and this Agreement constitutes a valid and binding agreement of Seller.

b. *Absence of Conflicting Agreements.* Subject to obtaining the consents required for the assumption and assignment of the Assigned Leases, the FCC Consent described in Paragraph 6, and the Bankruptcy Court Approval as described in Paragraph 7, Seller's execution and delivery of and performance under this Agreement and any other documents contemplated hereby: (i) do not require the consent of any third party; (ii) will not conflict with any provision of the organizational documents of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Seller; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any Assigned Lease; and (v) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Sale Assets.

c. *Governmental Licenses.* Seller is the holder of the Licenses. As of the date hereof, Seller has paid or obtained relief from all regulatory fees (including those due on or before September 2012, if any), non-tax debt and penalties to the FCC (or federal government). Except as set forth on Schedule 1(a)(1), to Seller's actual knowledge, there are no FCC ongoing enforcement proceedings or investigations pertaining to the Station, and Seller has no actual knowledge of or reason to believe that any such proceedings or investigations are pending or threatened against the Station. To Seller's actual knowledge, the Station are not transmitting or receiving any objectionable interference to or from any other station.

d. *Other Consents.* Except for the FCC Consent described in Paragraph 6, Bankruptcy Court Approval described in Paragraph 7, and any counterparty consents that may be required to effectuate the assignment and assumption of the Assigned Leases, no consent, approval, permit, or authorization of, or declaration to or filing with any judicial court or any governmental or regulatory authority, or any other third party (including members of Seller) is required (i) to consummate this Agreement and all transactions contemplated hereby, or (ii) to permit Seller to assign or transfer the Sale Assets to Buyer. Seller shall use commercially reasonable efforts to obtain all consents required to consummate the purchase and sale of the Sale Assets.

e. *Certain Material Contracts.* No multi-channel video programming distributor has, to the actual knowledge of Seller, sought any form of relief from carriage of the Station from the FCC. The Station is currently being carried in the Jackson, Mississippi market on the DISH Network, DIRECTV, Bailey Cable TV, Cablevision of Belzoni, Cableone,

Comcast, Galaxy Cablevision, Metrocast, Northland CableTV, Vicksburg Video, TEC, AT & T U-Verse (retransmission agreement), Cableone (Macomb and Natchez—retransmission agreements), Telaplex, Inc. (Biloxi-Gulfport, Hattisburg-Laurel, Inverness—retransmission agreements), and certain other cable television systems (collectively, the “**Carriers**”). Timely “must-carry” elections have been made by Seller for carriage of the Station on the DISH Network and DIRECTV. Seller has retransmission consent agreements with the Carriers which are in full force and effect and are legal, valid and binding obligations of Seller. Seller has not received notice from any of the Carriers that alleges that Seller is in default or breach under any such retransmission consent agreement.

f. *Claims, Liabilities and Legal Actions.* Except for any investigations or rulemaking proceedings generally affecting the broadcasting industry and the Bankruptcy Proceeding, there are no claims, legal actions, counterclaims, suits, arbitrations, governmental investigations or other legal, administrative, or tax proceedings, nor any order, decree or judgment, in progress or pending against or relating to Seller with respect to its ownership or operation of the Station or otherwise relating to the Sale Assets or the business or operations of the Station. To Seller’s actual knowledge, there are no contingent or undisclosed liabilities relative to the Sale Assets. To Seller’s actual knowledge there are no environmental hazards or contaminants located at any of Seller’s facilities and Seller has not assumed any environmental liability.

g. *Brokers.* Except for Media Venture Partners, LLC (the “**Broker**”), Seller has not retained any brokers, finders, agents or other individuals or firms who would be owed a brokerage fee, finders’ fee or commission as a result of the consummation of the sale transactions contemplated by this Agreement. Seller shall pay all fees due to Broker arising from consummation of this transaction.

h. *No Employees; Employee Benefit Plans.* Seller makes no representation or warranty regarding the availability of employees who will be available for hire by Buyer. Buyer undertakes no commitment to hire or otherwise compensate any employee of Seller or the Station. No liability exists under any employee benefit plan sponsored by Seller that will result in a Lien being placed on any of the Sale Assets, and except as otherwise provided under generally applicable law, no facts or set of circumstances exists under which liability could be asserted against Buyer in connection with any employee benefit plan as a result of the transfers and events contemplated by this Agreement.

i. *Title to and Condition of Sale Assets.* Except as specifically disclosed in this Agreement, Seller has good title to all of the Sale Assets and none of the Sale Assets is subject to any Lien, except as specifically disclosed herein and except for Permitted Liens.

j. *Environmental Laws.* To Seller’s actual knowledge, Seller’s operation of the Station and the Sale Assets are in compliance in all material respects with the provisions of Environmental Laws. “**Environmental Laws**” includes the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Emergency Planning and Community Right-to-Know Act, the Safe Drinking Water Act, each as amended, and any other applicable federal,

state and local laws, statutes, rules or regulations concerning or relating to the treating, producing, handling, storing, releasing, spilling, leaking, pumping, pouring, emitting or dumping of hazardous materials, or the pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata).

11. Buyer's Representations and Warranties. Recognizing the truth and accuracy of each of the following as expressly material to (i) Seller's execution of this Agreement; and (ii) Seller's decision to consummate all of transactions contemplated herein, Buyer represents and warrants to Seller as follows:

a. *Organization, Standing and Authority.* Buyer is a non-profit church corporation duly organized and validly existing under the laws of the State of California. Buyer has all requisite corporate/organizational power and authority (i) to own, lease, and use the Sale Assets and (ii) to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Buyer has been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the consents required for the assumption and assignment of the Assigned Leases, the FCC Consent as described in Paragraph 6 and the Bankruptcy Court Approval as described in Paragraph 7, Buyer's execution of, delivery of, and performance under this Agreement and the documents contemplated hereby: (i) do not require the consent of any third party; (ii) will not conflict with the Articles of Incorporation or By-laws of Buyer; (iii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; and (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire or operate the Sale Assets.

d. *Broker.* Seller shall pay all fees due to Broker arising from consummation of this transaction. Buyer shall pay any and all brokers, finders, agents or other individuals or firms who would be owed a brokerage fee, finders' fee or commission as a result of the consummation of the sale contemplated by this Agreement based upon a contract or agreement with the Buyer.

e. *Qualification.* Buyer is legally and financially qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC to

acquire and operate the Station and no waiver will be necessary under the rules, regulations and policies of the FCC for Buyer to acquire the Station.

12. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent:

a. At all times between the date hereof and the Closing Date and unless consented to by Buyer in writing, Seller shall have been the holders of all of the Licenses and there shall not have been any modification of any of the Licenses that could have a materially adverse effect on the Station or the conduct of its business and operations. No proceeding shall be pending or threatened the effect of which could reasonably be expected to be to revoke, cancel, fail to renew, suspend, or modify adversely any of the Licenses.

b. The FCC Consent shall have been granted without any conditions materially adverse to Buyer or the Station, and such consent shall have become a Final FCC Order.

c. The Bankruptcy Court Approval shall have been granted and the Bankruptcy Court shall have found that Buyer is a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code and shall not have imposed any conditions that are materially adverse to Buyer or the Station. Such approval shall be in full force and effect and shall not have been stayed, modified, reversed or amended.

d. Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required to be performed or complied with by Seller under this Agreement prior to or on the Closing Date, and all representations made by Seller in this Agreement shall be true and complete in all material respects as of the Closing Date.

e. All legally required consents for the Assigned Leases shall have been obtained and delivered to Buyer without any material adverse change in the terms or conditions of any agreement or any governmental license, permit, or other authorization.

f. Seller shall have made all the deliveries to Buyer set forth in Paragraph 14 below.

13. Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent:

a. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except for changes contemplated by this Agreement.

b. The FCC Consent shall have been granted without any conditions materially adverse to Seller, and such consent shall have become a Final FCC Order.

c. The Bankruptcy Court Approval shall have been granted without any conditions materially adverse to Seller and such order shall be in full force and effect and shall not have been stayed, modified, reversed or amended.

d. Buyer shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

e. Buyer shall have made all the deliveries set forth in Paragraph 15 below.

14. Closing Deliveries By Seller. At the Closing, in accord with the provisions set forth in Paragraph 9 above, Seller shall make the following Closing Deliveries to Buyer:

a. *Transfer Documents.* Duly executed bills of sale, assignments (including an Assignment of Licenses, Assignment and Assumption of the Assigned Leases), and other transfer documents which shall be sufficient to vest good title to the Sale Assets in the name of Buyer, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances other than Permitted Liens.

b. *Consents.* An executed copy of each instrument evidencing receipt of all legally required consents for the Assigned Leases.

c. *Certificate.* Certificates, dated as of the Closing Date, executed by an officer or manager of Seller, certifying (1) that the representations of Seller contained in this Agreement are true and complete in all respects as of the Closing Date as though made on and as of that date; and (2) that Seller has in all material respects performed and complied with all of its obligations, covenants, and agreements set forth in this Agreement to be performed and complied with on or prior to the Closing Date.

d. *Licenses, Contracts, Business Records, Etc.* Copies of all Licenses (excluding those that are not transferable), Assigned Leases, blueprints, engineering records, and all files and records used by Seller in connection with its operation of the Station.

e. *Lease Amendments.* The Tower Site Lease Amendment (if any) and the Studio Site Lease Amendment.

15. Closing Deliveries By Buyer. At the time and place prescribed in Paragraph 9 above, Buyer shall make the following Closing Deliveries to Seller:

a. *Purchase Price.* The purchase price as described in Paragraph 2 above, plus or minus any closing adjustments.

b. *Assumption Agreements.* Necessary and appropriate assumption agreements pursuant to which Buyer shall assume and undertake to perform Seller's obligations under the Licenses and Assigned Leases insofar, as to Buyer, they only relate to the time on and after the Closing Date and arise out of events relating to Buyer's ownership of the Sale Assets on or after the Closing Date.

c. *Buyer's Certificate.* A certificate, dated as of the Closing Date, executed by an officer of Buyer, certifying (1) that the representations and warranties of Buyer contained in this Agreement are true and complete in all material respects as of the Closing Date as though made on and as of that date, and (2) that Buyer has in all material respects performed and complied with all of its obligations, covenants, and agreements set forth in this Agreement to be performed and complied with on or prior to the Closing Date.

d. *Resolutions.* Certified copies of resolutions authorizing the execution, deliver and performance of this Agreement, including the consummation of the transactions contemplated hereby..

## 16. Termination.

a. In the event that the Closing has not taken place on or before the date which is six (6) months after the date the Application was filed, either party shall have the right thereafter to unilaterally terminate this Agreement by giving written notice to the other party of its intention to do so, provided, however, that neither the party seeking to so terminate is itself in material breach hereof. Upon such notice, this Agreement shall have no further force and effect, and Seller shall return the Escrow Deposit to the Buyer.

b. This Agreement may be terminated by Seller and the purchase and sale of the Sale Assets abandoned, if Seller is not then in material default (i) upon written notice to Buyer should Seller not obtain Bankruptcy Court Approval or (ii) upon written notice to Buyer, upon the occurrence of any of the following:

(1) Without limiting Seller's rights under the other provisions of this Agreement, if Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement, provided that Buyer has first received written notice of such breach from Seller and has been granted a thirty (30) day cure period.

c. This Agreement may be terminated by Buyer and the purchase and sale of the Sale Assets abandoned, and Buyer will immediately be entitled to the return of the Escrow Deposit from Seller, if Buyer is not then in material default (i) upon written notice to Seller, should the Bankruptcy Court Approval not be obtained, (ii) upon the selection by Seller of another bidder's higher offer for any material portion of the Sale Assets or (iii) upon written notice to Seller upon the occurrence of any of the following:

(1) Without limiting Buyer's rights under the other provisions of this Paragraph 16, if Seller has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement provided that Seller received written notice of such breach from Buyer and have not cured such breach within thirty (30) days.

17. Seller's Default; Specific Performance. It is agreed and understood that the Station and the Sale Assets are of a special, unique and extraordinary character. Therefore, if Seller is unwilling to proceed to Closing (i) despite Seller's Closing Conditions in Section 13 having been satisfied, (ii) Buyer is ready, willing and able to proceed with the Closing and the FCC Consent and Bankruptcy Court Approval have been obtained, (iii) Buyer has waived any and all defaults by Seller in writing, and (iv) Seller is not prevented from proceeding with the

Closing due to some matter or issue that is outside the power of Seller to resolve, then Buyer shall be entitled to seek equitable remedies including specific performance to enforce Seller's obligations hereunder to sell the Sale Assets to Buyer. Accordingly, Seller waives any defense to such action in equity that Buyer has an adequate remedy at law. Notwithstanding the foregoing, whenever Buyer claims that Seller has breached this Agreement, Buyer shall give written notice thereof to Seller, and Seller shall have thirty (30) days after receipt of written notice in which to cure such breach before Buyer shall be entitled to seek such equitable remedies.

18. Buyer's Default; Liquidated Damages. Where Seller has a claim that Buyer has breached this Agreement, Seller shall give written notice to Buyer, and Buyer shall have thirty (30) days after receipt of written notice in which to cure such breach, provided that no cure period shall apply to any failure by Buyer to pay the Purchase Price on the Closing Date. Should said breach remain uncured upon the end of the cure period, Buyer shall be in default and Seller may terminate this Agreement pursuant to Paragraph 16(b)(1). If Seller terminates this Agreement pursuant to Paragraph 16(b)(1) then Buyer shall pay Seller on demand an amount equal to One Hundred Fifty Thousand Dollars (\$150,000) (the "**Liquidated Damages Amount**"). Buyer may pay the Liquidated Damages Amount to Seller by wire transfer of immediately available funds or by providing written instructions to the escrow agent to disburse the Escrow Deposit to Seller. Upon Seller's receipt of the Liquidated Damages Amount, this Agreement shall be null and void. Such payment shall constitute liquidated damages and not a penalty, and shall be Seller's sole remedy at law or in equity for Buyer's breach hereunder if Closing does not occur. Buyer and Seller each acknowledge and agree that the Liquidated Damages Amount is reasonable in light of the anticipated harm which will be caused by Buyer's breach of this Agreement, the difficulty of proof of loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transaction to be consummated hereunder. In the event that Seller terminates this Agreement in accordance herewith, then Seller shall be free to sell the Sale Assets and assign the license of the Station (subject to prior written FCC and Bankruptcy Court approval) to any other party of its choosing.

19. Risk of Loss; Set-off. Seller shall bear all risk of loss in connection with the operation of the Station and ownership of the Sale Assets generally prior to the Closing. Seller shall maintain adequate insurance to cover any damage to the Sale Assets or Station prior to Closing, net of customary deductibles. Should any material portion of the Sale Assets be damaged or destroyed, or diminished through force majeure, vandalism, negligence, neglect, failure to properly maintain or any other reason (a "**Loss Event**"), then Buyer shall be entitled to proceed to Closing without Seller replacing such items and to receive, as its sole remedy for the Loss Event, all insurance claims or proceeds insuring such damaged, destroyed or diminished Sale Assets. If a Loss Event occurs and Buyer elects not to receive all insurance claims or proceeds, then, (i) Seller shall use commercially reasonable efforts to repair or replace such Sale Assets in all material respects, (ii) Seller's representations and warranties and Buyer's pre-Closing termination rights and post-Closing indemnification rights are hereby modified to take into account any such condition, and (iii) if such repair or replacement is not completed prior to Closing, then, as Buyer's sole remedy the parties shall proceed to Closing and Seller shall repair or replace such Sale Asset in all material respects after Closing. Notwithstanding the foregoing, if Buyer elects to have Seller repair or replace the Sale Assets and Seller reasonably estimates the

cost of such repairs or replacement will equal or exceed Fifty Thousand Dollars (\$50,000), Seller may terminate this Agreement upon written notice to Buyer.

20. Taxes. Without limiting Section 2(c) above, Seller shall be solely responsible for any and all taxes applicable to the Sale Assets and the Station until the day immediately preceding Closing Date. Thereafter, all such taxes applicable to the Sale Assets and the Station shall be the sole responsibility of the Buyer.

21. Allocations. The parties hereto will use commercially reasonable efforts to agree on an allocation of the Purchase Price, consistent with the federal Internal Revenue Code and the rules and regulations of the Internal Revenue Service, at or before Closing, and each party will prepare and timely file IRS Form 8594 consistent with such allocation.

22. Interference with Operations. From the Effective Date until the Closing Date, Buyer shall not attempt to interfere with the operations of Seller and the Station; however, upon reasonable advance notice to Seller and at times calculated to cause the least disruption to the operations of the Station, Buyer shall be permitted a reasonable opportunity to review books and records of Seller and to inspect the Sale Assets. Upon the Closing Date, and thereafter, Seller shall make no attempt to control the Station or the Sale Assets, incur any debts or obligations against the Sale Assets, or otherwise interfere in the operations of the Station. However, and notwithstanding any provision in this Agreement, prior to the Closing Seller will not, without the prior consent of the Buyer:

a. make any substantial change in the business of the Station, except such changes as are unlikely to have any material adverse impact upon the Sale Assets;

b. sell, lease, transfer or otherwise dispose of any material Sale Assets without obtaining a suitable replacement reasonably acceptable to Buyer before the Closing Date;

c. mortgage, pledge or encumber any Sale Asset;

d. waive or agree to waive any rights of material value relating to the Sale Assets or allow to lapse or fail to keep in force any license, permit, authorization or other right relating to the Station (except as set forth in Section 10(h));

e. except in the ordinary course of business, make or permit any amendment or termination of any Assigned Lease;

f. enter into any agreement with any employee binding Seller and/or Buyer to utilize said employee's services in connection with the Station other than an employment agreement terminable at will; or

g. become a party to any new trade or barter agreement for the sale of air time requiring announcements to be made over the Station subsequent to the Closing Date, other than in the ordinary course of business consistent with past practices.

23. Seller's Covenants. Seller covenant and agree that from and after the date hereof and until Closing they will use all commercially reasonable efforts:

- a. to operate the Station in the ordinary course of business consistent with past practices;
- b. to comply with its obligations under the Assigned Leases in all material respects;
- c. to maintain the Sale Assets in their current condition, ordinary wear and tear excepted;
- d. to use commercially reasonable efforts to maintain relations with Seller's customers, advertisers, suppliers or other business relationships; and
- e. to maintain insurance on the Station and Sale Assets comparable to that maintained as of the execution date of this Agreement.

24. Public Notices. Seller shall prepare and broadcast at its expense all public notices as are required pursuant to 47 C.F.R. §73.3580. Seller shall publish the newspaper notice required by the foregoing regulation and Buyer shall reimburse Seller at Closing for the cost of publishing such newspaper notice.

25. Confidentiality. Except as and to the extent required by law or legal process, including, without limitation, disclosure requirements of federal or state securities laws and the rules and regulations of securities markets, each party will keep confidential any non-public information obtained from the other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated without Closing, each party will return to the other party or destroy all information obtained by such party from the other party in connection with the transactions contemplated by this Agreement. The parties understand this Agreement will be filed with the Bankruptcy Court, and shall be viewable by any party reviewing the case docket in the Bankruptcy Proceeding.

26. Indemnification.

a. *Survival.* The representations and warranties in this Agreement shall survive Closing for a period of six (6) months from the Closing Date whereupon they shall expire and be of no further force and effect.

b. *Indemnification By Both Parties.*

(1) For twelve months after Closing, Seller will indemnify, defend and hold Buyer, its affiliates, successors and assigns harmless against and from all liabilities, claims, losses, damages, costs and expenses (including reasonable attorney's fees) ("**Losses**") resulting from (i) any breach of warranty, representation or covenant by Seller contained in this Agreement, (ii) any Excluded Asset or contract that is not an Assigned Lease, (iii) Seller's conduct of business and operations of the Sale Assets prior to Closing and (iv) all actions, suits, proceedings, demands, damages, assessments, judgments, costs, reasonable attorney's fees

(including reasonable attorney's fees on any appeal) and expenses incident to any of the foregoing or incident to any enforcement by Buyer of any covenant or agreement on the part of Seller set forth in this Agreement; provided that the maximum liability of Seller arising under this Agreement shall be limited to One Hundred Fifty Thousand Dollars (\$150,000).

(2) Buyer will indemnify, defend and hold Seller, its affiliates, successors and assigns harmless against and from all Losses resulting from (i) any breach of warranty, representation or covenant by Buyer contained in this Agreement, (ii) the conduct of business and operations by Buyer of the Sale Assets following the Closing, (iii) all of the Assumed Liabilities, and (iv) all actions, suits, proceedings, demands, damages, assessments, judgments, costs, reasonable attorney's fees (including reasonable attorney's fees on any appeal) and expenses incident to any of the foregoing or incident to any enforcement by Seller of any covenant or agreement on the part of Buyer set forth in this Agreement.

c. *Claims Pursuant to Indemnities.*

(1) If any claim covered by the foregoing indemnities is asserted against any other indemnified party (the "**Claimant**"), the Claimant shall promptly give the other party (the "**Indemnifying Party**") notice of such claim. Under no circumstance shall any claim for indemnification hereunder arise until the aggregate amount of all such Losses exceeds the sum of Twenty Thousand Dollars (\$20,000). Once the threshold is met, the Claimant shall be entitled to recover only those Losses in excess of Twenty Thousand Dollars (\$20,000).

(2) With respect to claims solely between the parties and not involving a third party's claim, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay the Claimant the full amount of the claim. If the Claimant and the Indemnifying Party do not agree within the thirty (30) day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate remedy at law or equity or under the arbitration provisions of this Agreement, as applicable.

(3) With respect to any claim by a third party, the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party subject to reimbursement for reasonable out-of-pocket expenses incurred by the Claimant as a result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the Claimant with respect to such claim. An Indemnifying Party shall not settle a third party claim without the consent of the Claimant unless the Claimant is granted a complete

release from all aspects of the claim, the settlement solely involves payment of monetary damages and Indemnifying Party promptly pays the settlement amount.

(4) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every effort to reach a decision with respect thereto as expeditiously as possible.

27. Benefit and Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto provided, however, that Buyer may assign its rights and obligations under this Agreement, in whole or in part, to one or more subsidiaries or commonly controlled affiliates of Buyer without seeking or obtaining Seller's prior approval. Buyer shall remain liable for the performance of any assignee of Buyer. Upon any permitted assignment by Buyer or Seller in accordance with this paragraph, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be references to Seller's assignee, as the case may be.

28. Further Assurances. The parties each agree to take any and all reasonable actions and execute any other documents, all without additional consideration or payment, that may be necessary or desirable to the implementation of, and consummation of all transaction under, this Agreement, including, in the case of Seller, any additional bills of sale or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Sale Assets to Buyer pursuant to this Agreement.

29. Governing Law and Interpretation. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code. To the extent not governed by federal law, this Agreement shall be governed, construed and enforced by and in accordance with the internal laws of the State of Missouri, without regard to the choice of law provisions thereof. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.

30. Headings. The headings of the Paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

31. Gender and Number. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

32. Notices and Deliveries. All notices, deliveries, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt as the date of first attempted delivery on a business day, and (d) addressed as follows:

If to Seller:

Roberts Broadcasting Company  
1408 North Kingshighway, Suite 300  
St. Louis, MO 63113  
Attn: Mr. Bobby Tate  
Jeanne R. Johnson, Esq.

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

A. Thomas DeWoskin, Esq.  
Danna McKitrick, P.C.  
7701 Forsyth Boulevard, Suite No. 800  
St Louis, MO 63105  
Tele. No. (314) 889-7128  
Email: tdewoskin@DMFIRM.com

-and-

David D. Farrell, Esq.  
Thompson Coburn LLP  
One US Bank Plaza, Suite 3200  
St. Louis, MO 63101  
Tele. No. (314) 552-6144  
Email: dfarrell@thompsoncoburn.com

-and-

J. Ladd Johnson, Esq.  
Edinger Associates PLLC  
1875 I St. NW, Suite 500  
Washington DC, 20006  
Tele No. (202) 747-1695  
Email: ljohnson@edingerlaw.net

If to Buyer:

Trinity Christian Center of Santa Ana, Inc.  
2442 Michelle Drive  
Tustin, CA 92780  
Attention: John B. Casoria, Esq.  
Tele. No. (714) 665-2012  
Email: JBCasoria@tbn.org

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

Colby M. May, Esq., P.C.

205 Third Street, SE  
Washington, DC 20003  
Attention: Colby M. May, Esq.  
Tele. No. (202) 544-5171  
Email: cmmay@maylawoffices.com

except that each party may designate in writing to the other party (i) an alternate person or alternate address information for receipt of all notices, deliveries, demands and requests; and (ii) up to two additional persons, with address information provided, to receive copies of all notices, deliveries, demands and requests.

33. Entire Agreement. This Agreement, the schedules and attachments hereto, and all other documents and certificates to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

34. Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this paragraph.

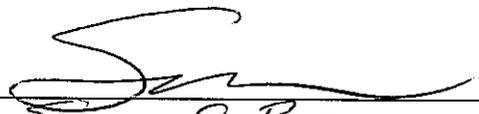
35. Counterparts. This Agreement may be signed in one or more counterparts and/or by facsimile, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart. Electronic or facsimile copies of signatures shall be treated as originals for all purposes.

[THIS SPACE LEFT INTENTIONALLY BLANK;  
SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, THE BELOW PERSONS EACH HAVING AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF SELLER OR BUYER, RESPECTIVELY, EACH SO EXECUTE THIS AGREEMENT ON THE DATE INDICATED AND THEREBY BIND SELLER AND BUYER TO ALL OF THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE:

SELLER

ROBERTS BROADCASTING COMPANY OF JACKSON, MS, LLC, a Missouri limited liability company

By:   
Name: STEVEN C ROBERTS  
Title: MEMBER

BUYER

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., a California Non-profit Church Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, THE BELOW PERSONS EACH HAVING AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF SELLER OR BUYER, RESPECTIVELY, EACH SO EXECUTE THIS AGREEMENT ON THE DATE INDICATED AND THEREBY BIND SELLER AND BUYER TO ALL OF THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE:

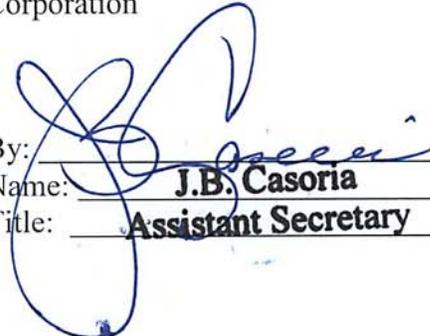
SELLER

ROBERTS BROADCASTING COMPANY OF JACKSON, MS, LLC, a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., a California Non-profit Church Corporation

By:  \_\_\_\_\_  
Name: **J.B. Casoria**  
Title: **Assistant Secretary**