

**EXHIBIT NO. 4**

FCC Form 314

Section II, Question 3

Word of God Fellowship, Inc..

Page 1

**AGREEMENT FOR SALE OF STATION**

Attached

**ASSET PURCHASE AGREEMENT**

**Among**

**WORD OF GOD FELLOWSHIP, INC.**

**LBI MEDIA, INC.**

**LIBERMAN TELEVISION OF DALLAS, INC.**

**AND**

**LIBERMAN TELEVISION OF DALLAS LICENSE CORP.**

**RELATING TO THE ACQUISITION OF KMPX**

Dated July 14, 2003

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** is made and entered into this 14th day of July, 2003, by and among Word of God Fellowship, Inc., a Georgia non-profit corporation ("**Fellowship**" or "**Seller**"), on the one hand, and LBI Media, Inc., a California corporation ("**LBI Media**"), Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**"), on the other. LBI and LBI Sub are referred to collectively as "**Buyer**."

### WITNESSETH:

**WHEREAS**, Seller owns certain assets used or held for use in connection with the operation of television station KMPX (Channel 29, Decatur-Dallas, Texas) and station KMPX-DT (Channel 30, Decatur-Dallas, Texas) (collectively, the "**Station**") and Seller desires to sell and assign to Buyer the Station and its related assets and certain other assets, and the licenses, permits and other authorizations issued by the Federal Communications Commission (the "**FCC**" or "**Commission**") for or in connection with the operation of the Station, including any and all pending applications or requests therefor (the "**FCC Licenses**"); and

**WHEREAS**, LBI Sub desires to acquire the FCC Licenses and LBI desires to acquire from Seller all the other assets relating to the Station and certain other assets; and

**WHEREAS**, the FCC Licenses may not be assigned to LBI Sub without the prior written consent of the Commission.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties, intending to be legally bound, agree as follows:

### ARTICLE I DEFINITIONS

**1.1 Definitions.** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

"**Agreement**" means this Asset Purchase Agreement, and references to "**Articles**," "**Sections**," "**Schedules**" and "**Exhibits**" are to the Articles and Sections of this Agreement and to the Schedules and Exhibits attached hereto.

"**American Tower**" means the landlord under the Tower Leases.

"**Analog Modification Application**" has the meaning ascribed to such term in Section 4.3.8.

"**Analog Transmitter Site Leases (Northwest)**" means (i) the Lease Agreement dated October [ ], 2001 between American Tower) and Seller for the primary antenna and related equipment located at the Northwest Highway tower site, and (ii) the KMPX Channel 29 Lease Agreement dated October [ ], 2001 between

American Tower and Seller for certain TSL dish and related equipment located at the Northwest Highway tower site, in each case as unamended.

**"Assignment Application"** means the Form 314 application which Seller and Buyer will join in and file with the Commission requesting its written consent to the assignment of the FCC Licenses from Seller to LBI Sub.

**"Assumed Contracts"** means only (i) those Contracts listed on **Schedule I**, (ii) any other contract which LBI specifically agrees to assume in connection with this Agreement in its sole discretion, and (iii) those Contracts entered into by Seller in the ordinary course of business between the date hereof and the Closing Date which LBI specifically agrees in writing to assume.

**"Buyer"** has the meaning set forth in the first paragraph of this Agreement.

**"Cable Systems"** means the cable television systems within the Station's DMA.

**"Cedar Hill Analog Space Agreement"** has the meaning set forth in Section 7.2.

**"Closing Date"** means (i) the latest of (a) 5:00 p.m. PST on the 10th business day following the Final Order Day or (b) 5:00 p.m. PST on October 30, 2003, or (c) if the fulfillment of the condition in Section 8.2.6 hereof is a condition to the obligation of Seller to consummate the transactions contemplated hereby in accordance with the proviso set forth in Section 8.2.6 hereof, then 5:00 p.m. PST on the 10<sup>th</sup> business day following the satisfaction of Section 8.2.6 hereof (it being understood that if the fulfillment of the condition in Section 8.2.6 hereof is not a condition to the obligation of Seller to consummate the transactions contemplated hereby in accordance with the proviso set forth in Section 8.2.6 hereof, then this clause (c) shall be ignored for purposes of this definition) or (ii) such other time mutually agreed to in writing by the Parties; provided, however, that the Closing Date shall be extended one time (and only one time) pursuant to this proviso for up to thirty days if either Buyer or Seller gives written notice to the other Party (which notice shall indicate the number of days of such extension (not to exceed 30 days)) at least ten days prior to the date when the Closing Date would otherwise have been determined by the foregoing clauses (i) and (ii).

**"Closing Place"** means the offices of O'Melveny & Myers LLP, 400 South Hope Street, 15<sup>th</sup> Floor, Los Angeles, California 90071, or such other place mutually agreed to in writing by the Parties.

**"Commission"** has the meaning set forth in the recitals hereto.

**"Communications Act"** means the Communications Act of 1934, as amended, or any successor statute or statutes thereto, and all rules, regulations, written policies, orders and decisions of the FCC thereunder, in each case as from time to time in effect.

**“Contracts”** means any agreement, written or oral, between Seller and any third party related to the Station or the Purchased Assets that creates a right or obligation for either side to make payment or provide goods or services or otherwise grants rights or creates obligations, including but not limited to advertising contracts and sales orders.

**“Damages”** means any and all claims, demands, liabilities, obligations, actions suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorneys’ fees, of every kind and description, contingent or otherwise.

**“DBS”** has the meaning set forth in Section 4.21.

**“DirecTV”** has the meaning set forth in Section 4.21.

**“DMA”** means the Station’s Designated Market Area as determined by Nielsen Media Research and published in its Nielsen Station Index Directory and Nielsen Station Index U.S. Television Household Estimates for 2000-2001.

**“DTV”** has the meaning ascribed to such term in Section 4.3.7.

**“DTV CP”** has the meaning ascribed to such term in Section 4.3.7.

**“DTV Maximization CP”** has the meaning ascribed to such term in Section 4.3.7.

**“DTV STA”** has the meaning ascribed to such term in Section 4.3.7.

**“DTV Transmitter Site Lease”** means that certain Lease Agreement dated October 26, 2001 between American Tower and Seller for tower space at the Cedar Hill tower site, also known as “Cowboy Hill,” as amended by one or more amendments that are in form and substance satisfactory to Buyer.

**“Echostar”** has the meaning set forth in Section 4.21.

**“Echostar Agreement”** has the meaning set forth in Section 6.1.13.

**“Encumbrance”** means any option, pledge, security interest, lien, charge, mortgage, claim, debt, liability, obligation, encumbrance or restriction (whether on voting, sale, transfer or disposition), whether imposed by agreement, understanding, law, rule or regulation, and, with respect to real property assets, including the Real Property, the Transmitter Buildings and Towers, means any leases, licenses or other occupancy agreements relating thereto or covering any portion thereof or any liens or encumbrances existing with respect to Seller’s interest under such documents.

**“Escrow Agent”** means Commonwealth Land Title Company, a California corporation.

**“Escrow Agreement”** means the Corporate Custodial Agreement Relating to Earnest Money dated July \_\_, 2003 executed by the Escrow Agent, LBI Media and Fellowship substantially in the form of **Exhibit F** attached hereto.

**“Escrow Deposit”** has the meaning set forth in Section 3.3.

**“Excluded Assets”** has the meaning set forth in Section 2.2.1.

**“Existing DirecTV Agreements”** has the meaning set forth in Section 4.21.

**“Existing Echostar Agreements”** has the meaning set forth in Section 4.21.

**“FCC”** has the meaning set forth in the recitals hereto.

**“FCC Licenses”** has the meaning set forth in the recitals hereto.

**“Final Order Day”** means the date on which the Initial Grant has become a final order, which date shall be the forty-first day following issuance by the Commission of a public notice announcing the Initial Grant, unless the Initial Grant has during the preceding forty-day period become subject to any administrative or judicial stay, appeal, review, reconsideration or rehearing, in which case, the Final Order Day shall not be deemed to occur until such administrative or judicial stay, appeal, review, reconsideration or rehearing shall have been resolved by a final, unappealable order (by the Commission or by a court of competent jurisdiction if Buyer elects to seek judicial review of any final order by the Commission) which preserves intact the Initial Grant without any conditions materially adverse to Buyer.

**“Governmental Authority”** shall mean any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other.

**“Hazardous Substance”** has the meaning set forth in Section 4.12.

**“HSRA”** means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, and the regulations thereunder, as in effect from time to time.

**“Indemnified Party”** and **“Indemnifying Party”** have the meanings specified in Section 10.3.

**“Initial Grant”** means, with respect to the Assignment Application, the Commission’s written consent to the assignment of the FCC Licenses associated with the Station to LBI Sub pursuant to such Assignment Application (including without limitation, by the Mass Media Bureau or the Media Bureau by delegated authority), without any conditions materially adverse to any Party.

**“Initial Grant Day”** means the day on which the Commission publishes public notice of an Initial Grant with respect to the Assignment Application.

**“Intellectual Property”** means the designations KMPX, KMPX-TV and KMPX-DT (including all goodwill related thereto).

**“KDTN Carriage Assignment”** has the meaning specified in Section 6.1.13.

**“LBI,” “LBI Media” and “LBI Sub”** have the meanings specified in the first paragraph of this Agreement.

**“Letter of Intent”** means that Letter Agreement dated April 3, 2003 by and between LBI Media and Fellowship on behalf of itself and its subsidiaries and affiliates, as it may be amended from time to time.

**“Party”** means any of Fellowship, LBI Media, LBI or LBI Sub, as the context requires, and the term **“Parties”** mean all such entities; provided, however, that Seller, on the one hand, and LBI Media and Buyer, on the other, shall each be considered a single Party for purposes of Sections 7.3, 7.4, 10.3 and 11.8.

**“Permits”** means the licenses, permits, approvals, authorizations, consents, variances and orders of any federal, state or local Governmental Authority used, useful or required in connection with the operation of the Station (including the FCC Licenses) or the ownership or operation of the Purchased Assets and all pending requests and applications therefor, including without limitation those listed on **Schedule II**.

**“Permitted Encumbrances”** means, with respect to the Real Property only those Encumbrances which are (i) nondelinquent real property taxes and special assessments, if any, (ii) utility easements to service the Real Property which do not materially interfere with the continued use of the Real Property in connection with the operation of the Station, and (iii) approved in writing by Buyer as exceptions or exclusions from coverage under the Title Policies.

**“Pool Road Studio Building”** means Seller’s approximately 32,000 square foot office and studio and production facility located at 4201 Pool Road, Colleyville, Texas.

**“Pool Road Studio Site”** shall mean that certain property located at 4201 Pool Road, Colleyville/Grapevine, Tarrant County, Texas consisting of approximately 4.85 acres of land, including Lot 1, which consists of approximately 1.097 acres of undeveloped land, and Lot 2, which includes approximately 3.755 acres of land and the improvements thereon, including the Pool Road Studio Building, and the parking lot.

**“Proceeds”** has the meaning set forth in Section 7.5.1.

**“Purchased Assets”** means all the assets to be conveyed to Buyer by Seller pursuant to the terms of this Agreement.

**“Real Property”** means the Pool Road Studio Site and the real property interests held by Seller under the Tower Leases.

**“Required Consents”** means the FCC consents to the assignment of the FCC Licenses, and the other governmental consents, third-party consents, approvals or waivers in form and substance satisfactory to Buyer, necessary to sell, convey or otherwise sell or assign the Purchased Assets to Buyer, including without limitation those (including UCC Financing Statement Amendments and UCC Termination Statements) set forth on **Schedule III**.

**“Seller”** has the meaning set forth in the first paragraph of this Agreement.

**“Station”** has the meaning set forth in the recitals hereto.

**“Tangible Personal Property”** has the meaning set forth in Section 2.1.1.

**“Taxes”** shall mean all federal, state and local taxes (including income, profit, franchise, sales, use, real property, personal property, ad valorem, excise, employment, social security and wage withholding taxes) and installments of estimated taxes, assessments, deficiencies, levies, imports, duties, license fees, registration fees, withholdings, or other similar charges of every kind, character or description imposed by any Governmental Authorities.

**“Title Company”** means Lawyer’s Title Company.

**“Title Policies”** means each of (1) an extended coverage owner’s policy with respect to the Pool Road Studio Site, and (2) an extended coverage leasehold owner’s interest policy with respect to the Tower Leases, each in a form and with coverages and amounts acceptable to Buyer and showing only Permitted Encumbrances.

**“Tower Lease” or “Tower Leases”** means the DTV Transmitter Site Lease and each of the Analog Transmitter Site Leases (Northwest), each individually a “Tower Lease” and collectively the “Tower Leases.”

**“Towers”** means the television broadcast towers located at the applicable Transmitter Site upon which are located the Station broadcast antennas and/or related broadcast equipment.

**“Transmitter Buildings”** means the studio and transmitter buildings located at the Transmitter Sites.

**“Transmitter Sites”** means the transmitter and antenna sites located at the Pool Road Studio Site and the locations described in the Tower Leases.

**“Warranty Deed”** shall mean a Warranty Deed for the Pool Road Studio Site, substantially the form of **Exhibit A**.

**1.2 Knowledge.** The term “**knowledge**,” as it relates to a Party, shall mean the best knowledge of such Party after reasonable investigation, including due inquiry of such Party’s employees.

## **ARTICLE II PURCHASE AND SALE OF ASSETS**

**2.1 Assets to be Conveyed.** On the Closing Date at the Closing Place, Seller will sell, assign, convey, transfer and deliver (i) to LBI Sub, the FCC Licenses and the Permits, and all applications therefor, together with any renewals, extensions, additions or modifications thereof, and (ii) to LBI all (except the Excluded Assets) of Seller’s right, title and interest in and to the other assets, properties and rights of every kind and nature, whether tangible or intangible, absolute or contingent, wherever located and used or usable in connection with the operation of the Station (which, together with the FCC Licenses and the Permits and applications therefor, together with any renewals, extensions, additions or modifications thereof, the Pool Road Studio Site, the real property interests held by Seller under the Tower Leases that are Assumed Contracts and all of the equipment used or located at the Pool Road Studio Site and all of the equipment owned or leased by Seller and used or located at the sites covered by the Tower Leases, are collectively referred to as the “**Purchased Assets**”), such sale, assignment, conveyance, transfer and delivery to be made by instruments of conveyance in form reasonably satisfactory to Buyer and to be free and clear of all Encumbrances (except, with respect to the Real Property, the Permitted Encumbrances). The Purchased Assets include the following:

**2.1.1** All tangible personal property, furniture, fixtures, improvements and office equipment and other equipment used or useful in the operation of the Station, including without limitation all furniture and inventory in the Transmitter Buildings, the transmitter facilities, all Towers, antennas, main and back-up transmitters and generators, and other equipment and tangible personal property located or otherwise intended for use at the Transmitter Sites, all the principal items of equipment which are listed on **Schedule IV**, together with any replacements thereof or additions thereto made between the date hereof and the Closing Date, less any retirements made in the ordinary and usual course of the Station’s business (collectively, the “**Tangible Personal Property**”);

**2.1.2** The transmitter facilities used or located at the Pool Road Studio Site or owned or leased by Seller and used or located at the sites covered by the Tower Leases;

**2.1.3** The Real Property;

**2.1.4** All prepaid expenses and all deposits made by Seller, in each case under the Assumed Contracts;

**2.1.5** The Assumed Contracts and all of Seller’s rights thereunder relating to periods and events occurring on and after the Closing Date;

**2.1.6** Such files, records and logs pertaining to any of the Purchased Assets or the operation of the Station as Buyer may reasonably require, including the



Station's public inspection files and other records relating to the FCC Licenses and other filings with the Commission; and

**2.1.7 All Intellectual Property.**

**2.2 Excluded Assets and Liabilities.**

**2.2.1 Excluded Assets.** It is understood and agreed that the Purchased Assets do not include any assets of Seller that are not used or useful in the operation of the Station (except to the extent explicitly included in Section 2.1 or any of Section 2.1.1 through Section 2.1.7), cash (other than the amounts described in Section 2.1.4), cash equivalents, deposits made by Seller under any contracts (other than the amounts described in Section 2.1.4), and accounts receivable of Seller, causes of action, tax refunds, insurance claims or proceeds, employee benefit plans, employment records and contracts with employees, in each case (for such accounts receivable, causes of action, tax refunds and insurance claim and proceeds) accruing prior to the closing (all the foregoing of which are referred to as the "**Excluded Assets**").

**2.2.2 Liabilities Not Assumed.** Except for the liabilities and obligations specifically assumed by Buyer pursuant to Section 3.2, Buyer and LBI Media will not assume and will not be or become liable for, any liabilities or obligations of Seller of any kind or nature whatsoever, whether absolute, contingent, accrued, known or unknown, related to the ownership of the Purchased Assets, the Excluded Assets, the operation of the Station, Seller's employees or otherwise (including but not limited to any monetary forfeitures by the FCC).

### **ARTICLE III**

#### **PURCHASE PRICE; METHOD OF PAYMENT; ESCROW DEPOSIT**

**3.1 Purchase Price.** Subject to Section 7.5.3, the purchase price to be paid to Seller by Buyer for the Purchased Assets will be Thirty-Seven Million Dollars (\$37,000,000) plus the aggregate amount of prepaid expenses made by Seller for services to be provided to the Station after the Closing Date under the Assumed Contracts as set forth on **Schedule VII** less any accrued liabilities agreed to be assumed by Buyer (the "**Purchase Price**").

**3.1.1 Payment of Purchase Price.** Subject to the terms and conditions set forth in this Agreement, on the Closing Date, Buyer will pay Seller an amount equal to the Purchase Price by wire transfer of immediately available funds in accordance with wire transfer instructions to be provided by Seller to Buyer not less than five business days prior to the Closing Date.

**3.1.2 Release of Escrow Deposit.** Also on the Closing Date, concurrently with the wire transfer of the Purchase Price in accordance with Section 3.1.1 above, Seller and LBI Media shall jointly execute and deliver to the Escrow Agent written instructions to terminate the Escrow Agreement and deliver the entire Escrow Deposit to LBI Media.

**3.1.3 Post-Closing Proration.** Following the Closing Date, the Parties shall determine and make the prorations called for in Section 3.6.

**3.2 Liabilities Assumed.** As of the Closing Date, Buyer will assume and agree to pay, discharge and perform insofar as they relate to the time period on and after the Closing Date, and arise out of events occurring on or after the Closing Date, all the obligations and liabilities of Seller under the Assumed Contracts.

**3.3 Escrow Deposit.** Concurrently with the execution and delivery of this Agreement, LBI Media has deposited One Million Five Hundred Thousand Dollars (\$1,500,000) under the Escrow Agreement (together with any interest accrued on such amount, the "**Escrow Deposit**"). The Escrow Deposit will be held, maintained, administered and disbursed by the Escrow Agent in accordance with the terms and provisions hereof and of the Escrow Agreement, with the terms of the Escrow Agreement controlling in the event of any conflict. The Escrow Deposit will be disbursed as follows:

**3.3.1 Delivery to Seller.** If Buyer fails to consummate the purchase and sale contemplated by this Agreement under circumstances that would constitute a material breach by Buyer of this Agreement and Seller is not then in breach of its representations, warranties or covenants hereunder in any material respect, then, the Escrow Deposit, will be delivered to Seller, it being understood and agreed that payment to Seller of the full amount of the Escrow Deposit will constitute full payment for any and all damages suffered by Seller by reason of LBI Media's or Buyer's failure to consummate the purchase and sale contemplated by this Agreement.

THE PARTIES ACKNOWLEDGE AND AGREE IN ADVANCE BY INITIALING THIS AGREEMENT IN THE SPACES PROVIDED [LBI MEDIA'S INITIALS                     , BUYER'S INITIALS                      AND                     , AND SELLER'S INITIALS                     ], THAT THE ACTUAL DAMAGES THAT SELLER WOULD SUFFER AS A RESULT OF BUYER'S FAILURE TO CONSUMMATE THE PURCHASE AND SALE OF THE PURCHASED ASSETS WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO CALCULATE; THAT THE FULL AMOUNT OF THE ESCROW DEPOSIT IS A FAIR AND EQUITABLE AMOUNT TO REIMBURSE SELLER FOR ANY DAMAGES WHICH THE PARTIES ESTIMATE MAY BE SUSTAINED BY SELLER DUE TO BUYER'S FAILURE TO CONSUMMATE THE PURCHASE AND SALE OF THE PURCHASED ASSETS UNDER THE CIRCUMSTANCES STATED IN THIS SECTION 3.3.1; AND THAT THIS SECTION 3.3.1 SHALL CONSTITUTE A LIQUIDATED DAMAGES PROVISION, WHICH DAMAGES WILL BE SELLER'S SOLE REMEDY HEREUNDER IN THE EVENT OF LBI MEDIA'S OR BUYER'S FAILURE TO CONSUMMATE THE PURCHASE AND SALE OF THE PURCHASED ASSETS UNDER THE CIRCUMSTANCES STATED IN THIS SECTION 3.3.1.

JUL 15 2003 4:53PM

DAYSTAR TELEVISION NETWORK

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07/15/03 TUE 11:20 FAX 415 391 4912

MVP-SF OFFICE

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07-15-2003 10:40

From: O'MELVERLY &amp; MYERSELLP LA1/2

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**3.1.3 Post-Closing Provision.** Following the Closing Date, the Parties shall determine and make the provisions called for in Section 3.6.

**3.2 Liabilities Assumed.** As of the Closing Date, Buyer will assume and agree to pay, discharge and perform insofar as they relate to the time period on and after the Closing Date, and arise out of events occurring on or after the Closing Date, all the obligations and liabilities of Seller under the Assumed Contracts.

**3.3 Escrow Deposit.** Concurrently with the execution and delivery of this Agreement, LBI Media has deposited One Million Five Hundred Thousand Dollars (\$1,500,000) under the Escrow Agreement (together with any interest accrued on such amount, the "Escrow Deposit"). The Escrow Deposit will be held, maintained, administered and disbursed by the Escrow Agent in accordance with the terms and provisions hereof and of the Escrow Agreement, with the terms of the Escrow Agreement controlling in the event of any conflict. The Escrow Deposit will be disbursed as follows:

**3.3.1 Delivery to Seller.** If Buyer fails to consummate the purchase and sale contemplated by this Agreement under circumstances that would constitute a material breach by Buyer of this Agreement and Seller is not then in breach of its representations, warranties or covenants hereunder in any material respect, then, the Escrow Deposit will be delivered to Seller, it being understood and agreed that payment to Seller of the full amount of the Escrow Deposit will constitute full payment for any and all damages suffered by Seller by reason of LBI Media's or Buyer's failure to consummate the purchase and sale contemplated by this Agreement.

THE PARTIES ACKNOWLEDGE AND AGREE IN ADVANCE BY INITIALING THIS AGREEMENT IN THE SPACES PROVIDED LBI MEDIA'S INITIALS                      BUYER'S INITIALS                      AND                      AND SELLER'S INITIALS                      THAT THE ACTUAL DAMAGES THAT SELLER WOULD SUFFER AS A RESULT OF BUYER'S FAILURE TO CONSUMMATE THE PURCHASE AND SALE OF THE PURCHASED ASSETS WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO CALCULATE; THAT THE FULL AMOUNT OF THE ESCROW DEPOSIT IS A FAIR AND EQUITABLE AMOUNT TO REIMBURSE SELLER FOR ANY DAMAGES WHICH THE PARTIES ESTIMATE MAY BE SUSTAINED BY SELLER DUE TO BUYER'S FAILURE TO CONSUMMATE THE PURCHASE AND SALE OF THE PURCHASED ASSETS UNDER THE CIRCUMSTANCES STATED IN THIS SECTION 3.3.1; AND THAT THIS SECTION 3.3.1 SHALL CONSTITUTE A LIQUIDATED DAMAGES PROVISION, WHICH DAMAGES WILL BE SELLER'S SOLE REMEDY HEREUNDER IN THE EVENT OF LBI MEDIA'S OR BUYER'S FAILURE TO CONSUMMATE THE PURCHASE AND SALE OF THE PURCHASED ASSETS UNDER THE CIRCUMSTANCES STATED IN THIS SECTION 3.3.1.

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07/14/03 MON 17:20 [TX/RX NO 5810]

07/15/03 TUE 16:04 [TX/RX NO 5826]

**3.3.2 Delivery to LBI Media.** The Escrow Deposit shall be delivered to LBI Media if (i) the transaction contemplated by this Agreement is consummated, or (ii) the purchase and sale contemplated by this Agreement is not consummated and Seller is not entitled to receive the Escrow Deposit in accordance with Section 3.3.1.

**3.4 Buyer's Remedies.** If the purchase and sale contemplated by this Agreement is not consummated because of the breach by Seller of its representations, warranties or covenants hereunder in any material respect, and Buyer is not in breach of its representations, warranties or covenants hereunder in any material respect, Seller agrees that, in addition to any other rights and remedies available at law or in equity, LBI Media and Buyer shall have the following rights and remedies: (i) Buyer shall have the right to specific performance of Seller's obligation to sell the Purchased Assets upon the terms and conditions set forth in this Agreement and incidental damages related to such specific performance; (ii) LBI Media shall have the right to the return of the Escrow Deposit; and (iii) LBI Media and Buyer shall have the right to recover money damages for breach of this Agreement, including but not limited to, benefit of the bargain damages and compensation for transaction costs; provided, that if Buyer obtains full remedies under clause (i) pursuant to a non-appealable judgment with which Seller complies, then Buyer shall not thereafter have additional claims under clause (iii) and if LBI Media and Buyer obtain full remedies under clause (iii) pursuant to a non-appealable judgment with which Seller complies, then Buyer shall not thereafter have additional claims under clause (i). The Parties agree that a remedy at law is inadequate and that damages are not adequate to compensate LBI Media and Buyer.

**3.5 Allocation.** At least 5 days prior to Closing Date, Buyer shall allocate the Purchase Price pursuant to Section 1060 of the Internal Revenue Code of 1986, as amended, subject to the approval of the Seller, whose consent shall not be unreasonably withheld.

**3.6 Prorations.** Other than the prepaid expenses set forth on **Schedule VII**, the operation of the Station and all income, expenses and liabilities attributable thereto through 11:59 p.m., PT, on the day immediately preceding the Closing Date will be for the account of Seller and thereafter for the account of LBI, and all income and expenses, including such items as power and utilities charges, rents and other deferred items will be prorated between Seller and LBI in accordance with generally accepted accounting principles consistently applied, the proration to be made and paid, insofar as feasible, on the Closing Date, with a final settlement sixty days after the Closing Date. In addition, it is acknowledged and agreed that all ad valorem taxes with respect to Real Property and the Tangible Personal Property will be prorated as of the Closing Date but that the final bill for such taxes may be received more than sixty days after the Closing Date.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES BY SELLER**

Seller hereby represents and warrants to LBI Media and Buyer as follows:

**4.1 Organization and Standing.** Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation.

Seller has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and the Escrow Agreement. Seller currently owns the assets necessary to operate at least 15 television stations (including the Station), including all FCC licenses issued by the FCC for the operation of such 15 stations.

**4.2 Authorization.** All necessary corporate actions and proceedings to duly approve the execution, delivery and performance of this Agreement, the Escrow Agreement, and other agreements, documents and instruments being executed by the Seller in connection herewith or therewith and the consummation of the transaction contemplated hereby or thereby have been duly and validly taken by the Seller, and each of this Agreement, the Escrow Agreement and other agreements, documents and instruments being executed by the Seller in connection herewith or therewith has been duly and validly authorized, executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with and subject to their respective terms.

#### **4.3 FCC Licenses.**

**4.3.1** The FCC Licenses (all of which are listed on **Schedule II**, together with any pending applications for FCC Licenses) constitute all the Permits required for and used in connection with the Purchased Assets and the operation of the Station. No waivers of the Communications Act are necessary in order to permit Seller's ownership and operation of the Purchased Assets and the Station. Seller is the holder of all the FCC Licenses. Other than the Initial Grant of the Assignment Application, no additional order or grant is required from the FCC in order to consummate the assignment of the FCC Licenses to LBI Sub. **Schedule II** correctly sets forth the respective expiration date of each FCC License. Each FCC License is validly issued and in full force and effect. Seller has taken all actions and performed all of its respective obligations that are necessary to maintain the FCC Licenses without adverse modification or impairment, and complete and correct copies of the FCC Licenses and any pending applications therefor have been delivered to Buyer. No event has occurred which (i) has resulted in, or after notice or lapse of time or both would result in, revocation, suspension, adverse modification, non-renewal or termination of or any order of forfeiture with respect to, any FCC License or (ii) materially and adversely affects or in the future may materially and adversely affect any rights of Seller or any of its assignees or transferees thereunder. None of the FCC Licenses requires that any assignment thereof must be approved by any public or other Governmental Authority other than the FCC.

**4.3.2** Seller is not a party to, and there are no notices of apparent liability, violations, forfeitures, notices of violation, orders to show cause or other orders or complaints or, to the knowledge of Seller, investigations, issued or conducted by or before any court or regulatory body, including, without limitation, the FCC, or of any other proceedings (other than proceedings relating to the television industry generally) that could in any manner threaten or adversely affect the validity or continued effectiveness of, or result in the adverse modification of, any of the FCC Licenses. In the event Seller learns of any such action, or the filing or

issuance of any such order, notice or complaint, Seller promptly will notify Buyer of the same in writing and will take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice or complaint. The Station is now operating at its licensed power and antenna height, in accordance with the FCC Licenses, and is in compliance with the Communications Act, including, without limitation restrictions on the amount of commercial advertising that may be included in children's programming, record-keeping requirements related thereto, and requirements concerning efforts to address the educational and informational needs of children and related record-keeping obligations. Seller has no reason to believe that the FCC Licenses will not be renewed in the ordinary course.

**4.3.3** None of the Purchased Assets, including the facilities used in connection with the television broadcasting operations of Seller relating to the Station (including the Pool Road Studio Site, the Transmitter Buildings, the Transmitter Sites and the Towers), violates the provisions of any applicable building codes, fire regulations, building restrictions or other governmental ordinances, orders or regulations (including, without limitation, any applicable regulation of the Federal Aviation Administration) except where such violation could not impair, impede or affect the continued, uninterrupted operation of the Station and could not otherwise have an adverse effect on the owner or operator of such Purchased Assets or such facilities, and each such facility is zoned so as to permit the commercial uses intended by the owner or occupier thereof. **Schedule II** identifies any outstanding variances or special use permits materially affecting any facilities included in the Purchased Assets or the uses thereof and Seller is in compliance therewith. Seller has received no notice of any complaint being made against the Station or Seller relating to its Tower, Transmitter Site, Transmitter Building, any other Purchased Assets or Seller's operation of the Station (including, without limitation, any complaint relating to the signals broadcast or otherwise transmitted from any Tower, either by Seller or by any person subleasing a portion of any Tower) except where such complaint would not impair, impede or affect the continued, uninterrupted operation of the Station and the continued uninterrupted operation and ownership of the Purchased Assets. Each Tower has been appropriately registered with the Commission, as described in **Schedule II**. It is understood and agreed that Seller's representations in this Section 4.3.3, with respect to the Transmitter Sites covered by the Tower Leases and the Transmitter Buildings covered by the Tower Leases are made to the best actual knowledge of Seller after commercially reasonable diligence and inquiry by Seller.

**4.3.4** Seller is qualified to sell the Station and to assign the FCC Licenses in accordance with the terms of this Agreement and in compliance with the Communications Act. Seller does not know of any person who has expressed any intention to oppose FCC approval of the assignment of the FCC Licenses to LBI Sub, nor does Seller know of any reason why FCC consent to such assignment might be denied or delayed.

4.3.5 Each report or certification filed by or on behalf of Seller with the FCC, including, without limitation, any filing pursuant to 47 C.F.R. § 73.3615 with respect to its ownership of the Station and any other filing relating to the Station, was timely filed, and was at the time of filing true, correct and complete in all respects; there have been no changes in the ownership of the Station since the filing of the most recent such ownership reports or certifications and those ownership reports and certificates are true, correct and complete in all respects.

4.3.6 The operation of the Station by the Seller does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in excess of the applicable limits stated in 47 C.F.R. § 1.1310.

4.3.7 The Station has been assigned a channel by the FCC (Channel 30) for the provision of digital television ("**DTV**") service. The FCC Licenses listed in Schedule II include a modified DTV construction permit (the "**DTV Maximization CP**") authorizing the Station to construct by 3 AM on July 1, 2003 facilities necessary for the transmission of DTV service on its assigned channel at 1000 kW, and Emergency Special Temporary Authority (the "**Emergency DTV STA**") authorizing the Station to operate digital facilities which provide 41 dBu service over all of Decatur, Texas without exceeding the service contours authorized in the DTV Maximization CP. The DTV Maximization CP and the Emergency DTV STA are in full force and effect, and the FCC has not taken any adverse action with respect thereto. Seller has filed an application with the FCC seeking Special Temporary Authority authorizing the Station to operate digital facilities which provide 41 dBu service over all of Decatur, Texas without exceeding the service contours authorized in the DTV Maximization CP (the "**DTV STA**") and Seller has no reason to believe that the DTV STA will not be granted in the ordinary course. Seller completed construction of its DTV facilities in accordance with FCC rules and regulations on or before 3 AM July 1, 2003 and timely notified the FCC of commencement of DTV operations pursuant to the Emergency DTV STA. Seller's DTV operations are fully consistent with the FCC's rules and regulations, including those conditions imposed by the Emergency DTV STA. Seller has no reason to believe that the FCC will take any adverse action with respect to its DTV Maximization CP, Emergency DTV STA, DTV STA, or its ability to provide analog or DTV service on its assigned channels. Seller has timely met the reporting requirements imposed by the FCC's letter of June 14, 2002 regarding Seller's Request for Extension of Time to Construct Digital Facilities. Seller will have paid on or prior to the Closing Date any monetary forfeiture imposed by the FCC on or prior to the Closing Date for its failure to timely construct its DTV facilities, and will remain liable for any such forfeiture issued after the Closing Date.

4.3.8 Seller has filed with the FCC an application to modify the license for its analog facilities and to relocate the transmitter site to Cedar Hill (the "**Analog Modification Application**"). The Analog Modification Application is, in form and substance, complete and fully consistent with FCC rules and regulations. Seller does not know of (1) any currently pending or contemplated FCC

application that would preclude grant of the Analog Modification Application or (2) any person who has expressed any intention to oppose FCC approval of the Analog Modification Application, and Seller has no reason to believe that the Analog Modification Application will not be granted or that the FCC will take any other adverse action with respect to such application. Should, between the date hereof and the Closing Date, the FCC act to grant the Analog Modification Application and issue a construction permit pursuant thereto (the "**Analog CP**"), the Analog CP will be as of the Closing Date in full force and effect and Seller has no reason to believe that the Analog CP will be rescinded or that the FCC will take any other adverse action with respect to the Analog CP.

**4.4 Purchased Assets.** All material items of the Purchased Assets used in the operation of the Station and all equipment used or located in the Pool Road Studio Site, the Transmitter Sites or in any of the other Real Property are listed and described in **Schedule IV** to this Agreement. No other affiliate of Seller (including without limitation direct or indirect subsidiaries of Seller and direct or indirect subsidiaries of shareholders of Seller) other than Seller owns or has any rights, title or interest in any Purchased Assets or is in any way involved with the operation of the Station. On the Closing Date, Seller will have good and valid title to the Purchased Assets, free and clear of all Encumbrances, other than (i) with respect to the Real Property, the Permitted Encumbrances, and (ii) the Encumbrances described in **Schedule III**, which Encumbrances will be released on the Closing Date concurrently with the closing. Upon consummation of the transactions set forth in this Agreement, Buyer will have good and valid title to the Purchased Assets, free and clear of all Encumbrances (other than liens granted to Buyer's lenders and, with respect to the Real Property, the Permitted Encumbrances). **Schedule III** also sets forth all UCC Financing Statements and/or mortgages that have been filed against any Purchased Asset. **Schedule III** also sets forth each release and UCC Termination Statements that are required in order to release such Encumbrances on the Closing Date. None of the Tangible Personal Property is subject to any lease agreement. Seller has received no notice of noncompliance with any restriction or encumbrance encumbering the Real Property, except the Permitted Encumbrances. Seller has maintained and has operated each Transmitter Site, each Tower, each Transmitter Building and the Station, and, to the best knowledge of Seller, the Pool Road Studio Site, under and in accordance with the terms of all applicable laws, rules and regulations, including, without limitation, those governing handicapped access, zoning, parking and other laws relating to the ownership or operation of an office, studio and broadcasting facility. Seller has no knowledge of any defects or deficiencies or lack of repair in the Pool Road Studio Building and Pool Road Studio Site, including with respect to all systems and structural aspects (including the roof) of the Pool Road Studio Building. The undeveloped land included within the Pool Road Studio Site complies with all laws, rules and regulations and is in good order and condition and Seller has no knowledge of any restrictions upon the development or use of the undeveloped land included within the Pool Road Studio Site. Seller has no knowledge of any complaints regarding the Pool Road Studio Sites, the Transmitter Sites, the Towers, the Transmitter Buildings, the antennas, the television transmitters, the studio facilities or any other facilities included in the Purchased Assets. There is no pending or, to the knowledge of Seller, threatened action, event, transaction or proceeding that could interfere with the quiet enjoyment or operation of the Purchased Assets (including the Real Property) by Seller or, on and after the Closing Date, by Buyer. Subject to the terms of the Tower Leases that are Assumed Contracts and the scope of Seller's rights thereunder, there are no other persons which



have any rights to use the Towers or Transmitter Sites or to occupy or use the Transmitter Buildings or any other Real Property (including the undeveloped land included within the Pool Road Studio Site), whether by lease, sublease, easement, license or other instrument or operation of law. Buyer will have following the closing reasonable access to each of the Transmitter Sites and the other Real Property, and a continuous means of ingress and egress thereto from public roads. The items of Tangible Personal Property are in all material respects in good operating condition for equipment of their age and usage (ordinary wear and tear excepted). The technical equipment, constituting a part of the Tangible Personal Property, has been maintained in accordance with the Station's and the Seller's past practice and is operating and complies in all material respects with all applicable rules and regulations of the FCC and the terms of the FCC Licenses and Permits. The Purchased Assets include all the Permits, personal property, real property and assets, including real estate rights, necessary to conduct the operation of the Station as now conducted.

**4.5 Insurance.** Seller now has in force insurance on the Purchased Assets as set forth in **Schedule V** and Seller will continue the present insurance at the present limits in full force and effect up through the Closing Date.

**4.6 Litigation.** No litigation, action, suit, judgment, proceeding or, to the knowledge of Seller, investigation relating to the Station or the Purchased Assets is pending or outstanding before any forum, court, or governmental body, department or agency of any kind to which Seller or the Station is subject or is a party and, to the knowledge of Seller, no such litigation, action, proceeding or investigation is threatened.

**4.7 Contracts.** Seller has delivered to Buyer true and complete copies of all the Assumed Contracts. The Assumed Contracts will be enforceable by Buyer after the consummation of the transaction contemplated hereby in accordance with their respective terms. Seller has not taken any action that would impair the enforceability of the Assumed Contracts, or omitted to take any action, the omission of which would have such effect. There exist no material defaults by any parties thereto under any of the Assumed Contracts and the consummation of the transaction contemplated hereby will not cause any defaults under any of the Assumed Contracts. **Schedule I** sets forth all the relevant documents to which Seller is a party with respect to the Real Property, true, correct and complete copies of which have been delivered to Buyer.

**4.8 Insolvency.** No insolvency proceedings of any character including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of its assets or properties, including the Purchased Assets, are pending or, to the knowledge of Seller, threatened.

**4.9 Reports.** All material returns, reports and statements currently required to be filed by Seller with the Commission or with any other governmental agency have been filed and each such return, report and statement is true, correct and complete in all material respects. Seller has complied in all material respects with the reporting requirements of the Commission and other Governmental Authorities having jurisdiction over the Station and its operations.

**4.10 No Defaults.** Neither the execution, delivery and performance by Seller of this Agreement, the Escrow Agreement and the other agreements, documents and instruments being executed by Seller in connection herewith or therewith nor the consummation by Seller of the transaction contemplated hereby or thereby is an event that, of itself or with the giving of notice or the passage of time or both, will (i) conflict with the provisions of the Articles of Incorporation or Bylaws of Seller, (ii) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract, mortgage, indenture, agreement, lease, license or other instrument to which Seller is a party or by which it or he is bound, or by which it may be affected, or result in the creation of any Encumbrance on any of the Purchased Assets, (iii) violate any judgment, decree, order, statute, rule or regulation applicable to Seller or (iv) violate or constitute a breach of any Assumed Contract. As of the Closing Date, Seller will have complied with all notice and obtained all approvals, if any, required under Georgia non-profit corporation law or regulation. The execution, delivery and performance by Seller of this Agreement, the Escrow Agreement and the other agreements, documents and instruments being executed by Seller in connection herewith or therewith do not require the consent of any third party other than as listed on **Schedule III** (which schedule shall set forth the document under which the consent was required), and a full and complete copy of such consent is attached hereto as Annex A to **Schedule III**.

**4.11 Disclosures.** No covenant, representation or warranty by Seller and no written statement, certificate, appendix or Schedule furnished by Seller pursuant hereto or in connection with the transaction contemplated hereby contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements contained herein or therein not materially misleading.

**4.12 Environmental Compliance.** (i) Seller has not, in connection with its business or assets, including the Purchased Assets, generated, used, transported, treated, stored, released or disposed of, or has suffered or permitted anyone else to generate, use, transport, treat, store, release or dispose of any Hazardous Substance (as defined below) in violation of any applicable environmental law; (ii) there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance in connection with the Purchased Assets or the operation of the Station or, to the knowledge of Seller, in any properties within 100 yards of its business which has created or might reasonably be expected to create any material liability under any applicable environmental law or which would require reporting to or notification of any governmental entity; (iii) to the knowledge of Seller no asbestos or polychlorinated biphenyl or underground storage tank is contained in or located at any facility used in connection with the operation of the Station or any facility included in the Purchased Assets; and (iv) any Hazardous Substance handled or dealt with in any way in connection with the Purchased Assets or the operation of the Station has been and is being handled or dealt with in all material respects in compliance with all applicable environmental laws. As used herein, "**Hazardous Substance**" means substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances," or any other formulation of any applicable environmental law intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosivity, reactivity, radioactivity, carcinogenicity, reproductive toxicity or "EP

toxicity,” and petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

**4.13 Must Carry Rights.** Except as set forth on part (1) of **Schedule VI**, each Cable System is obligated to carry the Station as provided by the FCC’s must carry rules. Except as set forth on part (2) of **Schedule VI**, the Station has timely made a valid must carry election with respect to each Cable System as of October 1, 2002 or has defaulted to must carry status with respect to such Cable System for the cycle beginning on January 1, 2003 and ending on December 31, 2005 by its failure to make such election. Except as set forth on part (3) of **Schedule VI**, no Cable System has notified the Station that it will deny carriage of the Station. Except as set forth on part (4) of **Schedule VI**, the Station has not taken any action or failed to take any required action pursuant to the FCC’s rules that has resulted in the Station’s forfeiture of its must carry rights on any Cable System. Except as set forth on part (5) of **Schedule VI**, the FCC has made no determination that the Station is not entitled to carriage on any Cable System for the current election cycle. Copies of all must carry elections have been provided to Buyer and are included in the Station’s public inspection file and copies of all correspondence between the Station and/or Seller and any Cable System concerning mandatory cable carriage of the Station, retransmission consent agreements, and/or any FCC decisions relating to mandatory cable carriage of the Station, have been provided to Buyer.

#### **4.14 Intellectual Property.**

**4.14.1** Seller has good and marketable title to all of the Intellectual Property, free and clear of all Encumbrances.

**4.14.2** Seller is the sole and exclusive owner of the Intellectual Property, has the sole and exclusive right to use the trade names and trademarks included in the Intellectual Property and has received no notice from any other person or entity pertaining to or challenging the right of Seller to use any of the Intellectual Property or any rights thereunder.

**4.14.3** Seller has not, to the best of its knowledge, violated or infringed any patent, trademark, trade name, jingle, assumed name, fictional business name, copyright, license, permit or other similar intangible property right or interest held by others or any license or permit held by Seller.

**4.14.4** (i) Seller has not granted any license or other rights and has no obligations to grant licenses or other rights to any of the Intellectual Property, and (ii) Seller has not made any claim of any violation or infringement by others of its rights to or in connection with any of the Intellectual Property, and there is no basis for the making of any such claim.

**4.14.5** To the best of Seller’s knowledge, there are no proceedings, either pending or threatened, in the United States Copyright Office, the United States Patent and Trademark Office or any Federal, state or local court or before any other governmental agency or tribunal, relating to any pending application with respect to any Intellectual Property.

**4.15 Brokers.** No agent, broker, investment or commercial banker, person or firm acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker, finder or financial advisor fee or any other commission or similar fee directly or indirectly in connection with the transaction contemplated by this Agreement, other than Media Venture Partners, whose fee shall be paid by Seller.

**4.16 Prepaid Expenses.** All prepaid expenses made by Seller for services to be provided to the Station after the Closing Date under the Assumed Contracts are set forth on **Schedule VII.**

**4.17 Employees and Employee Benefits.**

**4.17.1** The "Seller Benefit Plans" are each "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) maintained, sponsored, contributed to, or required to be contributed to, by Seller or by any entity or trade or business, whether or not incorporated, which, with the Seller, constitutes a group described in Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the "Code") (an "ERISA Affiliate"). No Seller Benefit Plan is subject to Title IV of ERISA. No Seller Benefit Plan is a multiemployer plan.

**4.17.2** Neither Seller nor any of its ERISA Affiliates has failed to make any contribution or payment to any Seller Benefit Plan that has resulted in the imposition of a lien or the posting of a bond or other security under ERISA or the Code.

**4.17.3** No collective bargaining agreement applies with respect to any employee of Seller or any ERISA Affiliate whose duties are performed in connection with the Station.

**4.18 Taxes.** All Tax reports and returns required to be filed by Seller or relating to the Purchased Assets have been filed with the appropriate Governmental Authority, and there have been paid all Taxes, penalties, interest, deficiencies, assessments or other charges due with respect to such Taxes, as reflected on the filed returns or claimed to be due by such federal, state or local taxing authorities (other than Taxes, deficiencies, assessments or claims which are being contested in good faith and which in the aggregate are not material). Seller has not received any written notice of any examinations or audits pending or unresolved examinations or audit issues with respect to Seller's federal, state or local Tax returns. All additional Taxes, if any, assessed as a result of such examinations or audits have been paid, and to Seller's knowledge, there are no pending claims or proceedings relating to, or asserted for, Taxes, penalties, interest, deficiencies or assessments against the Purchased Assets.

**4.19 No Interference With Signal.** There currently exists no objectionable interference to Station's signal from other broadcast or non-broadcast stations beyond that permitted by the FCC's rules and, to Seller's knowledge, there are no applications pending at the FCC grant of which would cause objectionable interference. No construction, buildings, or other structures adjacent to any Transmitter Site or otherwise that would result in degradation,

interference to, or impaired reception of the Station's signal to any extent currently exists, or, to Seller's knowledge, is proposed. To Seller's knowledge, upon the grant of the Analog Modification Application and the relocation of the Station's analog facilities in accordance therewith, (1) there would not exist any objectionable interference to Station's signal from other broadcast or non-broadcast stations beyond that permitted by the FCC's rules, (2) that are no applications pending at the FCC grant of which would cause objectionable interference, and (3) no construction, buildings or other structures adjacent to any Transmitter Site or otherwise that would result in degradation, interference to, or impaired reception of, the Station's signal to any extent would exist or is proposed.

**4.20 DTV Transmitter Site Lease.** The DTV Transmitter Site Lease provides for sufficient space, and is in all other ways appropriate, to accommodate the construction of facilities sufficient to permit continued DTV operations in accordance with FCC rules and regulations and as set forth in the DTV Maximization CP, including, but not limited to, the mounting and operation of the necessary antenna and the installation and operation of a higher power transmitter. Seller has sufficient rights under the DTV Transmitter Site Lease and, on and after the Closing Date, Buyer will have sufficient rights under the DTV Transmitter Site Lease to, without modification to such DTV Transmitter Site Lease or payments to, and/or consents from, any third parties, accommodate the construction of facilities sufficient to permit continued DTV operations in accordance with the DTV Maximization CP and FCC rules and regulations.

**4.21 Echostar and DirecTV.** Upon the consummation of the transactions contemplated herein and the execution of the Echostar Agreement by the parties thereto, Echostar Satellite Corporation ("**Echostar**") will have agreed to and be legally obligated to provide local-into-local carriage of the Station, as defined by the FCC's rules, on its direct broadcast satellite ("**DBS**") system commencing on the Closing Date. The Station has not taken any action or failed to take any required action that would result in the Station losing its mandatory local-into-local carriage rights on Echostar's DBS system upon consummation of the transactions contemplated herein and continuing through December 31, 2005. That certain Public Interest Programming Agreement effective on or about December 12, 2002 by and between Seller and Echostar, or any other agreements involving such parties (collectively, the "**Existing Echostar Agreements**"), shall not in any way preclude Buyer from making a valid must carry election for mandatory local-into-local carriage of the Station pursuant to the FCC's rules and regulations for the period beginning January 1, 2006 through December 31, 2008 with respect to Echostar's DBS system or from receiving the benefits of such election. Upon the consummation of the transactions contemplated by this Agreement, any agreement by and between Seller and DirecTV, Inc. ("**DirecTV**") (collectively, the "**Existing DirecTV Agreements**"), shall not in any way preclude Buyer from making a valid must carry election for mandatory local-into-local carriage of the Station pursuant to the FCC's rules and regulations for the period beginning January 1, 2006 through December 31, 2008 with respect to DirecTV's DBS system or from receiving the benefits of such election.

## ARTICLE V REPRESENTATIONS AND WARRANTIES BY BUYER AND LBI MEDIA

LBI Media and Buyer represent and warrant to Seller as follows:

**5.1 Status.** Each of LBI Media, LBI and LBI Sub is a California corporation, duly organized, validly existing and in good standing under the laws of the State of California. LBI Media and Buyer each has the requisite corporate power to enter into and perform its obligations under this Agreement and the Escrow Agreement.

**5.2 No Defaults.** Other than the consents set forth on **Schedule III** with respect to Buyer, neither the execution, delivery and performance by LBI Media or Buyer, as applicable, of this Agreement, the Escrow Agreement, and the other agreements, documents and instruments being executed by LBI Media or Buyer in connection herewith or therewith nor the consummation by Buyer of the transaction contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will (i) conflict with the provisions of the Articles of Incorporation or Bylaws of LBI Media or Buyer, (ii) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any material contract, mortgage, indenture, agreement, lease or other instrument to which LBI Media or Buyer is a party or by which it is bound, or by which it may be affected, or result in the creation of any Encumbrance on any of its assets, except for agreements, indentures and instruments related to the financing of the transaction contemplated by this Agreement, (iii) violate any judgment, decree, order, statute, rule or regulation applicable to LBI Media or Buyer, or (iv) result in the creation or imposition of any Encumbrance on the Station or the Purchased Assets, except for liens, charges or encumbrances relating to the financing of the transaction contemplated by this Agreement.

**5.3 Authorization.** All necessary corporate actions and proceedings to duly approve the execution, delivery and performance of this Agreement, the Escrow Agreement and other agreements, documents and instruments being executed by LBI Media or Buyer in connection herewith or therewith and the consummation of the transaction contemplated hereby or thereby have been duly and validly taken by LBI Media and Buyer, and each of this Agreement, the Escrow Agreement and other agreements, documents and instruments being executed by LBI Media or Buyer in connection herewith or therewith has been duly and validly authorized, executed and delivered by LBI Media and Buyer and constitutes the legal, valid and binding obligation of LBI Media and Buyer, enforceable against LBI Media and Buyer, as the case may be, in accordance with and subject to their respective terms.

**5.4 Brokers.** No agent, broker, investment or commercial banker, person or firm acting on behalf of LBI Media or Buyer or under the authority of LBI Media or Buyer is or will be entitled to any broker, finder or financial advisor fee or any other commission or similar fee directly or indirectly in connection with the transaction contemplated by this Agreement.

**5.5 Qualification as a Broadcast Licensee.** Neither LBI Media nor Buyer knows of any fact that would as of the date hereof, under the Communications Act, disqualify Buyer as owner, operator and licensee of the Station.

**5.6 Litigation.** There are no suits, legal proceedings or investigations of any nature pending or, to the knowledge of LBI Media or Buyer, threatened against or affecting it that would affect the ability of LBI Media or Buyer to carry out the transaction contemplated by this Agreement.

**5.7 Approvals and Consents.** To the knowledge of LBI Media or Buyer, the only approvals or consents of persons or entities not a party to this Agreement that are legally or contractually required to be obtained by LBI Media or Buyer in connection with the consummation of the transaction contemplated by this Agreement are identified on **Schedule III**.

## **ARTICLE VI COVENANTS OF SELLER**

**6.1 Affirmative Covenants of Seller.** Between the date hereof and the Closing Date, except as otherwise expressly permitted by this Agreement:

**6.1.1 Maintenance.** Seller will continue to operate the Station and the Purchased Assets in substantial conformity with past practices, and in conformity with the FCC Licenses and the Communications Act and will continue to maintain the Pool Road Studio Site and the Towers and, to the extent required under the Tower Leases, the assets covered by the Tower Leases in good working order and condition and in compliance with all laws. Seller will take all necessary actions to oppose the licensing or modification of broadcast or non-broadcast stations or the construction of any buildings or other structures adjacent to the Pool Road Studio Site or other Transmitter Sites or otherwise that would cause objectionable interference or that would otherwise result in degradation, interference to, or impaired reception of the Station's signal, or that would prohibit current or future operation of its DTV facilities in accordance with the FCC's rules.

**6.1.2 Preserve Relations.** Seller will use its best efforts to preserve the business of the Station and good relations with the counterparty under any Assumed Contract, with owners of property adjacent to or in the area of the Transmitter Sites, the Transmitter Buildings, the Towers and other Real Property and others having business relations with Seller in connection with the Station or the Purchased Assets (including but not limited to lessors, advertisers, clients, service providers and municipalities).

**6.1.3 Reasonable Access.** Following reasonable advance notification (except with respect to Buyer personnel at Seller premises pursuant to Section 6.1.12), Seller will provide Buyer and representatives of Buyer with reasonable access to the employees and the properties, titles, contracts, books, files, logs, records and affairs of the Station and the Purchased Assets (including access to the Real Property to allow planning for potential remodeling and construction, including access to HVAC and other operational areas), and Seller will furnish or will cause to be furnished such additional information concerning the Station or the Purchased Assets as Buyer may from time to time reasonably request. Seller

agrees that a request by Buyer at least three business days prior to a visit by personnel of Buyer (including contractors and consultants in the employ of Buyer) to the Station during the Station's normal business hours shall constitute reasonable advance notification and Seller shall use its best efforts to make available the documents, the facilities and the personnel Buyer indicates that its personnel would like to see during such visit.

**6.1.4 Obtain Consents.** Seller will use its best efforts to procure the Required Consents.

**6.1.5 Books and Records.** Seller will maintain the books and records of the Station and the books and records relating to the Purchased Assets consistent with past practices.

**6.1.6 Insurance.** Seller will maintain in force the existing insurance policies identified on **Schedule V** or reasonably equivalent policies. Seller will use the proceeds of any claims for loss payable under such insurance policies to repair, replace, or restore any of the Purchased Assets destroyed prior to the Closing Date by fire and other casualties to their former condition as soon as possible after the loss.

**6.1.7 Notification.** Seller will promptly upon learning of the same notify Buyer of any order to show cause, notice of violation, notice of apparent liability or of forfeiture or the filing or threat of filing of any complaint against the Station or any of the Purchased Assets or against Seller in connection with the Station or any of the Purchased Assets, occurring between the date hereof and the Closing Date, and respond to any action, order, notice or complaints, and implement procedures to ensure that the complaints or violations will not recur. Without limiting the generality of the foregoing, Seller will also promptly upon learning of the same notify Buyer of any complaint being made against the Station or any of the Purchased Assets relating to the Towers, Transmitter Sites, Transmitter Buildings, the Pool Road Studio Site, Seller's operations under the Tower Leases or Seller's ownership or operation of the Station or any of the Purchased Assets (including, without limitation, any complaint related to the signals broadcast or otherwise transmitted from such Tower, either by Seller or by any person subleasing a portion of such Tower) and of any invoice unpaid by the Station or by Seller in connection with the Station or any of the Purchased Assets that remains unpaid 60 days after the applicable due date of such invoice.

**6.1.8 Contracts.** Seller will not enter into any Contract relating to the Station or any of the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld.

**6.1.9 Transition Assistance.** Seller will use its best efforts to assist Buyer in transitioning to Buyer third party provided services such as utilities, phone service, etc.



**6.1.10 Title Policies; Survey.** Prior to the execution and delivery hereof, Buyer has delivered to Seller a title commitment issued by the Title Company with respect to each of the Title Policies to be issued hereunder, which commitments have been annotated to reflect the issues that Buyer will require to be cleared prior to closing. In addition, Seller has delivered to Buyer a survey for the Pool Road Studio Site dated as of October 31, 2002. Seller and Buyer will work together to clear any title problems identified by such markups as soon as possible. In addition, Seller shall cause the survey to be current, certified to Buyer as an ALTA survey.

**6.1.11 Must Carry and Related Matters.** Between the date hereof and the Closing Date, Seller (i) will promptly provide Buyer with copies of all correspondence between Station and/or Seller and cable television systems concerning must carry status, retransmission consent and other matters arising under the 1992 Cable Act and the Communications Act with respect to the Station, as well as all FCC decisions relating thereto, and (ii) will use its best efforts to preserve good relations with all Cable Systems that are currently carrying or may be obligated to carry the Station. Seller will take all actions necessary to enforce its must carry rights on cable television systems on which the Station is entitled to carriage under the FCC's rules and will fully cooperate with Buyer in enforcing such rights. This includes, without limitation, upon Buyer's request, corresponding with cable television systems for the purpose of asserting must carry rights, and installing equipment and/or modifying Station operations so as to allow delivery of a good quality signal, as defined by the FCC's rules, to the designated head end of any Cable System that the Buyer may request (provided that Buyer will pay for the cost of any additional equipment and any related out of pocket expenses that Buyer approves in writing in advance). Seller will ensure that the Station is continuing to meet the standards for delivery of a good quality signal, as provided in the FCC's rules, to each Cable System on which it is being carried.

**6.1.12 Shared Use.** Ninety days prior to the earlier of (i) the Final Order, or (ii) October 30, 2003, Seller shall, without charge, grant Buyer or Buyer's agents or designees (x) full time use of the 16'9" x 23' office next to the Green Room with appropriate office furniture for three people at the Pool Road Studio Building, (y) reasonable access to the office facilities of the Pool Road Studio Building, including but not limited to phone and other communications services, copy machines, computers and other customary office facilities and services, and (z) access to such areas and parts of the Pool Road Studio Site, including but not limited to parking space in the parking lot at the Pool Road Studio Site, that Buyer may reasonably need, in each case, in order to facilitate the transfer of the Purchased Assets and the transition of the operation of the Station from Seller to Buyer.

**6.1.13 DirecTV and Echostar.** Seller will use its best efforts (which will include phone calls, correspondence and meetings, in which Buyer will be entitled to participate or, when applicable, be promptly notified of) to enter into (1) a

retransmission agreement or other written agreement satisfactory in form and substance to Buyer in its reasonable discretion granting, at no cost, with channel placement reasonably satisfactory to Buyer and on terms customary to similarly situated content providers, to the Station local-into-local carriage rights on Echostar's DBS system commencing on the Closing Date and continuing until December 31, 2005, which agreement shall be assignable to Buyer (the "**Echostar Agreement**"); and (2) a written agreement satisfactory to Buyer in its reasonable discretion (including but not limited to an agreement which assigns local-into-local carriage rights of Station KDTN to the Station at no cost (the "**KDTN Carriage Assignment**")) granting or confirming local-into-local carriage rights for the Station after the consummation of the transactions contemplated by this Agreement on DirecTV's DBS system at no cost, with channel placement reasonably satisfactory to Buyer, and on terms customary for similarly situated content providers on DirecTV's DBS system commencing on the Closing Date and continuing until December 31, 2005, which agreement shall be assignable to Buyer.

**6.2 Negative Covenants of Seller.** From the date hereof through consummation of the transaction contemplated hereby on the Closing Date, except as contemplated by this Agreement, Seller will not, without the prior written consent of Buyer:

**6.2.1 Encumbrances.** Create or assume any Encumbrance on any of the Purchased Assets (other than Permitted Encumbrances on the Real Property), whether now owned or hereafter acquired, unless discharged or terminated and fully released prior to the Closing Date;

**6.2.2 Transfers.** Sell, assign, lease or otherwise transfer or dispose of any of the Purchased Assets, whether now owned or hereafter acquired, except for retirements in the normal and usual course of business;

**6.2.3 Call Letters.** Change the Station's call letters or modify any of the facilities included in the Purchased Assets (including the Station's facilities) in any material respect;

**6.2.4 Modification of Contracts.** Amend or terminate any of the Assumed Contracts (or waive any substantial right thereunder);

**6.2.5 Rights.** Cancel or compromise any claim or waive or release any right of Seller relating to the Purchased Assets, except in the ordinary course of business consistent with past practice;

**6.2.6 FCC Licenses and Permits.** Cause or permit, by any act or failure on its part, the FCC Licenses or Permits to expire or to be surrendered or modified, or take any action which would cause the FCC or any other Governmental Authority to institute proceedings for the suspension, revocation or adverse modification of any of the FCC Licenses or Permits, or fail to prosecute with due diligence any pending applications to any Governmental Authority in connection with the

ownership and operation of the Station and the Purchased Assets, or take any other action within Seller's control which would result in the Station or any of the Purchased Assets being in non-compliance with the requirements of the Communications Act or any other applicable law material to the ownership and operation of the Station and the Purchased Assets

**6.2.7 Must Carry.** Take any action or omit to take any action that would prevent the Station from enforcing its right to mandatory carriage rights on any Cable System; or

**6.2.8 No Inconsistent Action.** Take any other action inconsistent with its obligations under this Agreement or which could hinder or delay the consummation of the transaction contemplated by this Agreement.

**6.3 COBRA Continuation Coverage.** Seller and its ERISA Affiliates shall comply with Section 601 et. seq. of ERISA and the corresponding provisions of the Code (commonly known as COBRA continuation) with respect to each employee whose employment was associated with (within the meaning of Treasury Regulation Section 54.4980B-9) the Station, and each such employee's spouse and dependents. Buyer shall have no COBRA continuation obligation with respect to any employee of Seller or any ERISA Affiliate, or the spouse and dependents of any such employee.

#### **6.4 FCC Filing Related Covenants.**

**6.4.1** Seller agrees (i) to diligently and with best efforts prosecute the Analog Modification Application, (ii) to amend and supplement such application as directed by Buyer or its counsel, and (iii) to otherwise fully cooperate with Buyer to expeditiously amend and prosecute such application, and to communicate with the FCC to request expedited processing of the Analog Modification Application. Should, between the date hereof and the Closing Date, the FCC issue the Analog CP, Seller agrees to fully cooperate with Buyer to take all actions necessary to relocate the analog transmitter site to Cedar Hill in accordance with the Analog CP.

### **ARTICLE VII ADDITIONAL AGREEMENTS**

#### **7.1 Application for Commission Consent; Other Consents.**

**7.1.1 FCC Consent.** Buyer and Seller agree to proceed as expeditiously as practical, and in no event later than ten business days after the execution hereof by Buyer and Seller, to file or cause to be filed the Assignment Application requesting FCC consent to the transaction contemplated by this Agreement; provided, however, that if the FCC does not permit the filing of the Assignment Application due to a general "freeze" on the filing of such applications, the Assignment Application shall be filed no later than ten business days following the lifting of such freeze. The Parties agree that the Assignment Application will be prosecuted in good faith and with due diligence, including filing and

cooperating with all requests of the Commission. The Parties acknowledge that this Agreement, including Schedules and Exhibits, will have to be filed with the FCC. The Parties further acknowledge that the Assignment Application may have to be amended from time to time prior to the date it is granted to reflect any changes resulting from Buyer's financing and related arrangements.

**7.1.2 Other Governmental Consents.** Promptly, but not later than ten business days following the filing of the Assignment Application, the Parties will proceed to prepare and file with all other appropriate Governmental Authorities (if any), such other requests for approval or waiver as may be required from such Governmental Authorities to permit the transfer of the FCC Licenses, Permits and the Purchased Assets, or as otherwise required in connection with the transaction contemplated hereby and will jointly, diligently and expeditiously prosecute, and will cooperate fully with each other in the prosecution of, such requests for approval or waiver and all proceedings necessary to secure such approvals and waivers. The Parties hereby acknowledge that no filings will be required under the HSRA because both the Purchase Price and the fair market value of the Purchased Assets and Assumed Contracts are less than \$50,000,000.

**7.1.3 Control of the Station.** The purchase and sale transaction contemplated by this Agreement shall not be consummated until the Closing Date. Between the date of this Agreement and the Closing Date, Buyer, its employees or its agents, shall not directly or indirectly control, supervise or direct or attempt to control, supervise or direct the operation of the Station, but such operation will be the sole responsibility and in the complete discretion of Seller. Until the Closing Date, Buyer's interest in the Station is limited to its rights under this Agreement and the Assignment Application.

**7.2 Mutual Right to Terminate.** Subject to the provisions of Section 7.5.2, if the purchase and sale transaction contemplated by this Agreement has not occurred on or before the 12 month anniversary of the date hereof, either Buyer or Seller, if such Party is not materially in default hereunder in a manner which has delayed the occurrence of the purchase and sale transaction contemplated by this Agreement, may terminate this Agreement upon five days' written notice to the other Party. In addition, on July 18, 2003, after 4:00 pm PST (and on no day subsequent to July 18, 2003), either Buyer or Seller may terminate this Agreement upon written notice of termination by facsimile to the other party (any notice of termination from Buyer to Seller pursuant to this sentence shall be to Word of God Fellowship, Inc. at fax number (817) 684-1487 (ATT: Reverend Lamb) and to Media Venture Partners, Ltd. at fax number (415) 391-4912 (ATT: Elliot Evers) and any notice of termination from Seller to Buyer pursuant to this sentence shall be to LBI Media at fax numbers (818) 558-4244 and (281) 759-3963 (ATT: Lenard Liberman) and to O'Melveny & Myers at fax number (213) 430-6407 (ATT: Joe Kim)) if (i) the Buyer has not entered into an agreement with respect to space for an analog antenna to be located at the Cedar Hill tower site in form and substance satisfactory to the Buyer (the "Cedar Hill Analog Space Agreement") on or prior to 4:00 pm PST on July 18, 2003, and (ii) on or prior to 4:00 pm PST on July 18, 2003, Buyer has not informed Seller of the fact that Buyer has entered into the Cedar Hill Analog Space Agreement.

**7.3 Buyer's Right to Terminate.** Buyer, at its option, may terminate this Agreement, so long as Buyer is not then in material default under or material breach of this Agreement, upon the happening of any of the following events:

**7.3.1** The FCC Licenses or other Permits are modified or their terms substantially modified resulting in an adverse change in Buyer's ability to operate the Station;

**7.3.2** The Assignment Application is designated for a hearing before an administrative law judge;

**7.3.3** The FCC institutes revocation of license proceedings against the Station; or

**7.3.4** Seller is in material breach of this Agreement ten business days after Buyer has given Seller written notice of breach, and Seller has not commenced and continued to prosecute diligently a cure therefor or such breach is or becomes incurable.

**7.4 Seller's Right to Terminate.** Seller, at its option, may terminate this Agreement, so long as Seller is not then in material default under or material breach of this Agreement, upon the happening of any of the following events:

**7.4.1** The Assignment Application is designated for a hearing before an administrative law judge; or

**7.4.2** Buyer is in material breach of this Agreement ten business days after Seller has given Buyer written notice of breach, and Buyer has not commenced and continued to prosecute diligently a cure therefor or such breach is or becomes incurable.

**7.5 Risk of Loss.**

**7.5.1** The risk of loss and damage, whether by force majeure or for any other reason, to the Purchased Assets or the operation of the Station between the date of this Agreement and the Closing Date will be on Seller. Seller shall take all reasonable steps to repair, replace and restore the Purchased Assets as soon as possible after any loss or damage, it being understood and agreed that all insurance proceeds with respect thereto ("**Proceeds**") will be applied to or reserved for such replacement, restoration or repair, but that Seller will have no obligation to repair, replace or restore in excess of the Proceeds (plus any applicable deductible payment), and that Buyer's sole remedies if Seller elects not to fully repair, replace or restore will be (i) to terminate this Agreement, in which case the Escrow Deposit will be delivered to LBI Media, or (ii) to close in accordance with Section 7.5.3 below.

**7.5.2** In the event of any damage to the Station or any Purchased Assets or event that prevents broadcast transmissions of the Station in the normal and usual

manner and substantially in accordance with the FCC Licenses (other than scheduled ordinary course maintenance), Seller will give prompt notice thereof to Buyer and Buyer, in addition to its other rights and remedies, will have the right to postpone the Closing Date until transmission in accordance with the FCC Licenses has been resumed. The postponed Closing Date will be any date within the effective period of the FCC's consent to assignment of the FCC Licenses to LBI Sub as Buyer may designate by not less than five business days' prior written notice to Seller. During the period of postponement, Seller shall use its best efforts to resume broadcast transmissions. In the event transmission in accordance with the FCC Licenses cannot be resumed within the effective period of the FCC's consent to assignment of the FCC Licenses to LBI Sub, at Buyer's request, the Parties will join in an application or applications requesting the FCC to extend the effective period of its consent for one or more periods not to exceed 120 days in the aggregate. If transmission in accordance with the FCC Licenses has not been resumed so that the Closing Date does not occur within such extended period, or any agreed extension thereof, Buyer will have the right, by giving written notice to Seller within five business days after the expiration of such 120-day period, or any agreed extension thereof, to terminate this Agreement forthwith without any further obligation, in which case the Escrow Deposit will be delivered to LBI Media.

**7.5.3** If any loss of or damage to the Purchased Assets (including but not limited to any Tower or any Transmitter Building) occurs prior to the Closing Date and full repair, replacement or restoration of all Purchased Assets has not been made on or before the Closing Date (as the Closing Date may be extended as provided in Section 7.5.2), or the cost thereof is greater than the Proceeds (plus any applicable deductible), then Buyer will be entitled, but not obligated, to accept the Purchased Assets in their then-current condition and will receive an abatement or reduction in the Purchase Price in an amount equal to the difference between the amount necessary to fully repair or replace the damaged Purchased Assets and the amount of the unused Proceeds, in which case Buyer will be entitled to all the unused Proceeds and payment of the deductible amount. If Buyer elects to accept damaged Purchased Assets at a reduced Purchase Price, the Parties agree to cooperate in determining the amount of the reduction to the Purchase Price in accordance with the provisions hereof.

## **7.6 Transfer Taxes and FCC Filings; Expenses; Bulk Sales.**

**7.6.1 Transfer Taxes; FCC Filings.** All federal, state or local excise, sales or use taxes, or similar taxes and other costs imposed on or in connection with the sale, purchase or transfer of the Purchased Assets and assumption of the Assumed Contracts by Buyer pursuant hereto will be borne by Seller. All FCC filing fees will be shared equally by Buyer and Seller.

**7.6.2 Title, Survey, Escrow, Recordation, and other Real Property Costs.** The costs of issuing the Title Policies and certifying the ALTA survey for the Pool Road Studio Site to Buyer shall be divided equally between Seller and

Buyer. The costs of recording the Warranty Deed and any assumption fees or transfer fees or taxes payable in connection with the transfer of the Pool Road Studio Site or the Tower Leases shall be borne by Seller. The costs of any real estate escrow shall be borne equally by Buyer and Seller and any other costs or expenses with respect to the transfer of the Pool Road Studio Site shall be borne by Buyer and Seller in accordance with the custom and practice of Tarrant County, Texas.

**7.6.3 Expenses.** Except as otherwise provided herein, Buyer and Seller shall each pay its own expenses incident to the negotiation, preparation and performance of this Agreement and consummation of the transaction contemplated hereby, including but not limited to the fees, expenses and disbursements of its accountants and counsel.

**7.6.4 Compliance With Bulk Sales Laws.** Any loss, liability, obligation or cost suffered by Seller or Buyer as the result of the failure of Seller or Buyer to comply with the provisions of any bulk sales laws applicable to the transfer of the Purchased Assets as contemplated by this Agreement will be borne by Seller.

**7.7 Funds.** If any person makes any payment or sends funds to Seller prior to, on or after the consummation of the transactions contemplated by this Agreement rather than to Buyer, which funds are the property of Buyer, Seller shall hold such amounts in trust for Buyer, shall promptly notify Buyer of the receipt of such funds and shall forward such amounts to Buyer within five business days. If any person makes any payment or sends funds to Buyer prior to, on or after the consummation of the transactions contemplated by this Agreement rather than to Seller, which funds are the property of Seller, Buyer shall hold such amounts in trust for Seller, shall promptly notify Seller of the receipt of such funds and shall forward such amounts to Seller within five business days.

**7.8 Monetary Forfeiture.** Seller will promptly pay for any monetary forfeiture imposed by the FCC prior to, on or after the Closing Date for its failure to timely construct its DTV facilities.

## **ARTICLE VIII CLOSING CONDITIONS**

**8.1 Conditions Precedent to Buyer's Obligations.** The obligation of Buyer to consummate the transaction contemplated hereby is subject to the fulfillment prior to and as of the consummation of the transaction contemplated hereby on the Closing Date of each of the following conditions, each of which may be waived (but only by an express written waiver) in the sole discretion of Buyer:

**8.1.1 Commission Approval.** The definition of Closing Date shall have been satisfied.

**8.1.2 Representations and Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and correct in all material

respects at and as of the Closing Date as if made on the Closing Date except as specifically contemplated by this Agreement.

**8.1.3 Performance.** Seller shall have performed and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and on the Closing Date. There shall not have been any material adverse change in the Station or the Purchased Assets, or any damage, destruction or loss materially and adversely affecting the Purchased Assets or the operation of the Station.

**8.1.4 FCC Licenses.** Seller shall be the holder of the FCC Licenses, and there shall not have been any modification of any of the FCC Licenses or any modification of FCC rules, regulations or policies affecting the class of holders of FCC licenses to which Seller belongs as the holder of the FCC Licenses, that has or is reasonably likely to have a material adverse effect on the Station or, after the Closing Date, the conduct of its operations by Buyer. No proceeding shall be pending, the effect of which would be to revoke, cancel, fail to renew, suspend, impair or modify adversely any of the FCC Licenses specifically or such class of holders generally. The corrections, amendments and actions required pursuant to Section 6.4 shall have been completed to Buyer's satisfaction.

**8.1.5 Consents.** All Required Consents shall have been obtained and delivered to Buyer at least four business days prior to the Closing Date. In addition the lessors under all leases and licenses included in the Real Property shall have executed and delivered to Buyer estoppels and consents substantially in the form attached hereto as **Exhibit E** with respect to each such leasehold (including confirmation that each applicable lease is in full force and effect and no defaults exist thereunder and confirmation of the terms of each applicable lease, together with such documents and consents that may be required by Buyer's lenders) at least four business days prior to the Closing Date.

**8.1.6 Real Property.** Buyer shall have received from the Title Company an irrevocable and unconditional written commitment, in form and content satisfactory to Buyer, to issue the Title Policies.

**8.1.7 Environmental Report; Building Inspection.** Seller shall have delivered to Buyer (i) any and all available reports, studies and notices relating to the environmental, soils and physical condition of the Real Property, and (ii) at Seller's expense, a Phase I Environmental Audit report with respect to each site included in the Real Property, in form, substance and scope reasonably satisfactory to Buyer, each such report shall be prepared by a consultant reasonably satisfactory to Buyer, and each such report shall not disclose any material adverse environmental condition in the Real Property. Buyer shall have conducted a building inspection in form, substance and scope reasonably satisfactory to Buyer (including with respect to all systems and structural aspects (including the roof)), each such report shall be prepared by a consultant reasonably satisfactory to Buyer, and each such report shall not disclose any



material defects, deficiencies, lack of repair, or violations of laws, rules and regulations, including without limitation, those governing handicapped access, zoning, parking and other laws relating to the ownership or operation of an office, studio and broadcasting facility.

**8.1.8 Litigation and Insolvency.** Except for matters affecting the television broadcasting industry generally, no litigation, action, suit, judgment, proceeding, complaint or investigation shall be pending or outstanding before any forum, court, or governmental body, department or agency of any kind, relating to the Purchased Assets or the operation of the Station or which has the stated purpose or the probable effect of enjoining or preventing the consummation of this Agreement, or the transaction contemplated hereby or to recover damages by reason thereof, or which questions the validity of any action taken or to be taken pursuant to or in connection with this Agreement. No insolvency proceedings of any character including, without limitation, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of its assets or properties, shall be pending, and Seller shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such insolvency proceedings.

**8.1.9 Deliveries.** All deliveries required under Section 9.1 shall have been completed to the satisfaction of Buyer (including issuance of the legal opinions).

**8.1.10 DTV Compliance; Certain Other Matters.** On or before 3 AM on July 1, 2003, Seller shall have completed construction of its DTV facilities in accordance with FCC rules and regulations. Seller has timely filed with the FCC notice of the commencement of DTV operations. The FCC shall have granted the DTV STA. Buyer shall have the right to inspect such DTV facilities during business hours at any time prior to the Closing Date (after reasonable notice). The DTV facilities as constructed shall be operating in compliance with the FCC's rules and regulations, including the conditions imposed by the DTV STA (and such DTV facilities shall have been constructed pursuant to a standard of quality that would permit continued operation as if Seller intended to continue operation of the Station in accordance with the DTV STA for a period of at least ten years from the date hereof with the exception of the tubes, which may need replacement). There shall not have occurred any events or developments which would cause any Party to reasonably believe that the Analog Modification Application will not be granted or, if the Analog CP has been issued, that the Analog CP will be rescinded, or that the FCC will take any adverse action with respect to the DTV Maximization CP, the Emergency DTV STA, the DTV STA, the Analog Modification Application, the Analog CP or the Station's continuing ability to provide analog and DTV service on its assigned channels in accordance with FCC rules and regulations. Seller shall have paid any monetary forfeiture imposed by the FCC on or prior to the Closing Date relating to its DTV facilities. There shall not have been any modification of any license or construction permit for the Station's analog or DTV facilities, or any modification of FCC rules, regulations or policies affecting the class of holders of FCC licenses to which

Seller belongs, that has or is reasonably likely to have a material adverse effect on the Station or, after the Closing Date, the conduct of its operations by Buyer.

**8.1.11 DTV Transmitter Site Lease.** The DTV Transmitter Site Lease shall provide for sufficient space, and be able in all other ways appropriate, to accommodate the construction of facilities sufficient to permit continued DTV operations in accordance with the DTV Maximization CP and FCC rules and regulations, including, but not limited to, the mounting and operation of the necessary antenna and the installation and operation of a higher power transmitter. Seller shall have sufficient rights under the DTV Transmitter Site Lease and, on and after the Closing Date, Buyer shall have sufficient rights under the DTV Transmitter Site Lease to, without modification to such DTV Transmitter Site Lease or payments to, and/or consents from, any third parties, accommodate the construction of facilities sufficient to permit continued DTV operations in accordance with the DTV Maximization CP, FCC rules and regulations.

**8.1.12 Echostar.** The Echostar Agreement in form and substance satisfactory to Buyer shall have been executed and delivered by Seller and Echostar (with a copy to Buyer) at least four business days prior to the Closing Date

**8.1.13 KDTN Carriage Assignment.** The KDTN Carriage Assignment in form and substance satisfactory to Buyer shall have been executed and delivered by each party thereto at least four business days prior to the Closing Date; provided, however, that if the KDTN Carriage Assignment cannot be obtained without the consent of DirecTV and DirecTV refuses to give such consent, then obtaining the KDTN Carriage Assignment shall not be a closing condition (but the best efforts obligation to obtain the KDTN Carriage Assignment, including the best efforts obligation to obtain DirecTV's consent thereto, shall remain in force).

**8.2 Conditions Precedent to Seller's Obligations.** The obligation of Seller to consummate the transaction contemplated hereby is subject to the fulfillment prior to and as of the consummation of the transaction contemplated hereby on the Closing Date of each of the following conditions, each of which may be waived (but only by an express written waiver) in the sole discretion of Seller:

**8.2.1 Commission Approval.** The condition set forth in Section 8.1.1 shall have been satisfied.

**8.2.2 Representations and Warranties.** All representations and warranties of LBI Media and Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if made on the Closing Date, except as specifically contemplated by this Agreement.

**8.2.3 Performance.** LBI Media and Buyer shall each have performed and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Closing Date.

**8.2.4 Litigation and Insolvency.** Except for matters affecting the television broadcasting industry generally, no litigation, action, suit, judgment, proceeding, complaint or investigation shall be pending or outstanding before any forum, court or governmental body, department or agency of any kind which has the stated purpose or the probable effect of enjoining or preventing the consummation of this Agreement or the transaction contemplated hereby or to recover damages by reason thereof, or which questions the validity of any action taken or to be taken pursuant to or in connection with this Agreement. No insolvency proceedings of any character including, without limitation, reorganization, receivership, composition or arrangement with creditors, voluntary or involuntary, affecting Buyer or any of its assets or properties shall be pending, and Buyer shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such insolvency proceedings.

**8.2.5 Deliveries.** All deliveries required under Section 9.2 shall have been completed to the satisfaction of Seller (including issuance of the legal opinions).

**8.2.6 KDTN.** The FCC shall have given its written consent to the assignment of the FCC licenses associated with the operation of television station KDTN, Denton, Texas ("KDTN Station") to Seller, as contemplated by the parties to that certain Asset Purchase Agreement, (the "KDTN Asset Purchase Agreement") pursuant to which Seller will purchase the KDTN Station from North Texas Public Broadcasting, Inc.; provided that the fulfillment of the condition in this Section 8.2.6 shall be a condition to the obligation of Seller to consummate the transaction contemplated hereby only if (i) Seller has not breached Section 7.01 of the KDTN Asset Purchase Agreement, as unamended, and (ii) Seller has not taken any action (or omitted to take any action) which has caused such condition not to be fulfilled.

## **ARTICLE IX ITEMS TO BE DELIVERED AT THE CLOSING**

**9.1 Seller's Performance At Closing.** On the Closing Date at the Closing Place, Seller shall have executed and delivered to Buyer all bills of sale, endorsements, assignments and other instruments of conveyance and transfer reasonably satisfactory in form and substance to Buyer and its counsel, effecting the sale, transfer, assignment and conveyance of the Purchased Assets to Buyer including, without limitation, the following:

**9.1.1** A Warranty Deed for the Pool Road Studio Site shall be recorded in Tarrant County, Texas and the Title Policies shall have been issued in favor of Buyer;

**9.1.2** Such other instruments or documents as Buyer may reasonably request, or as may reasonably be required by title insurers or escrow holders or required for the issuance of the Title Policies, in connection with the transfer and assignment of each Real Property, including with certifications of non-foreign status and such other documents and instruments customary and appropriate with the transfer and

assignment of such Real Property in each of the counties in which such Real Property is located;

**9.1.3** One or more bills of sale conveying to LBI all of the Tangible Personal Property and Intellectual Property to be acquired by Buyer hereunder;

**9.1.4** An assignment assigning to LBI Sub the FCC Licenses;

**9.1.5** An assignment assigning to LBI each of the Assumed Contracts together with the Required Consents and the original copies of the Assumed Contracts;

**9.1.6** The data, documents, copies, files, records and logs referred to in Section 2.1.6 and Seller shall have transferred data from Seller's computer systems to Buyer's computer systems to the extent provided in Section 2.1.6;

**9.1.7** Proof of payment of prepaid expenses made by Seller for services to be provided to the Station after the Closing Date under the Assumed Contracts;

**9.1.8** Opinions of Seller's counsel and Seller's FCC counsel, each dated as of the Closing Date substantially in the form of **Exhibits B and C** together with such changes as Buyer's lenders shall require;

**9.1.9** Copies of resolutions of the Board of Directors of Seller, certified by its Secretary, authorizing the execution, delivery and performance of this Agreement, the Escrow Agreement, and the transaction contemplated hereby and thereby;

**9.1.10** A certificate, dated as of the Closing Date, executed by the President and Chief Executive Officer of Seller, to the effect that, (i) the representations and warranties of Seller contained in this Agreement are true and complete in all material respects on and as of the Closing Date as though made on and as of the Closing Date, except as specifically contemplated by this Agreement; (ii) Seller has complied with or performed in all material respects all terms, covenants, agreements and conditions required by this Agreement to be complied with or performed by it prior to and at the Closing Date; (iii) all Required Consents have been obtained by Seller and delivered to Buyer; (iv) except for matters affecting the television broadcasting industry generally, no litigation, action, suit, judgment, proceeding or investigation is pending or outstanding or, to the knowledge of Seller, threatened, before any forum, court, or governmental body, department or agency of any kind, relating to the Purchased Assets or the operation of the Station or which has the stated purpose or the probable effect of enjoining or preventing the consummation of this Agreement or the transaction contemplated hereby or to recover damages by reason thereof, or which questions the validity of any action taken or to be taken pursuant to or in connection with this Agreement; (v) to the knowledge of Seller, no insolvency proceedings of any character including, without limitation, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of its material assets or properties is pending, and Seller has not taken any action in contemplation of, or which would constitute the basis for, the institution of any

such insolvency proceedings; (vi) Seller has complied with the requirements of Section 8.1.10 and (vi) Seller has performed the requirements of this Section 9.1;

**9.1.11** Written instructions to terminate the Escrow Agreement and deliver the entire Escrow Deposit to LBI Media executed by Seller;

**9.1.12** A fully executed copy of each of the Tower Leases; and

**9.1.13** Such other instruments of transfer, documents or certificates requested by Buyer as may be necessary or appropriate to transfer to and vest in Buyer all of Seller's right, title and interest in and to the Purchased Assets or as reasonably may be requested by Buyer to evidence consummation of this Agreement and the transaction contemplated hereby

**9.2 Buyer's Performance at Closing.** On the Closing Date at the Closing Place, Buyer will execute and deliver or cause to be delivered to Seller:

**9.2.1** The monies payable as set forth in Section 3.1.1 by wire transfer of federal funds;

**9.2.2** An opinion of Buyer's counsel dated as of the Closing Date substantially in the form of **Exhibit D**;

**9.2.3** Copies of resolutions of the Boards of Directors of LBI Media, LBI and LBI Sub, in each case certified by its Secretary, authorizing the execution, delivery and performance of this Agreement, the Escrow Agreement, and the transaction contemplated hereby and thereby;

**9.2.4** A certificate, dated as of the Closing Date, executed by the Executive Vice President or Chief Financial Officer of LBI Media and Buyer, to the effect that (i) the representations and warranties of LBI Media and Buyer contained in this Agreement are true and complete in all material respects on and as of the Closing Date as though made on and as of the Closing Date, except as specifically contemplated by this Agreement; (ii) LBI Media and Buyer have each complied in all material respects with or performed in all material respects all terms, covenants, agreements and conditions required by this Agreement to be complied with or performed by it prior to and at the Closing Date; (iii) except for matters affecting the television broadcasting industry generally, no litigation, action, suit, judgment, proceeding or investigation is pending or outstanding or, to the knowledge of LBI Media and Buyer, threatened, before any forum, court or governmental body, department or agency of any kind which has the stated purpose or the probable effect of enjoining or preventing the consummation of this Agreement or the transaction contemplated hereby or to recover damages by reason thereof, or which questions the validity of any action taken or to be taken pursuant to or in connection with this Agreement; (iv) to the knowledge of LBI Media and Buyer, no insolvency proceedings of any character including, without

limitation, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting LBI Media or Buyer or any of their respective material assets or properties is pending, and neither LBI Media nor Buyer has taken any action in contemplation of, or which would constitute the basis for, the institution of any such insolvency proceedings; and (v) LBI Media and Buyer have each performed the requirements of this Section 9.2;

**9.2.5** A writing evidencing the assumption by Buyer of each of the Assumed Contracts consistent with the provisions of this Agreement; and

**9.2.6** Such other instruments, documents and certificates as reasonably may be requested by Seller to consummate this Agreement and the transaction contemplated hereby.

## **ARTICLE X INDEMNIFICATION**

**10.1 Indemnification by Seller.** It is understood and agreed that LBI Media and Buyer do not assume and will not be obligated to pay any liability of Seller under the terms of this Agreement or otherwise and will not be obligated to perform any obligations of Seller of any kind or manner, except in connection with the Assumed Contracts and with respect thereto only to the extent such obligations arise subsequent to the consummation of the transaction contemplated hereby on the Closing Date. Seller hereby agrees to indemnify, defend and hold harmless LBI Media and Buyer, their successors and assigns, following the consummation of the purchase and sale transaction contemplated hereby on the Closing Date, from and against:

**10.1.1** Any and all Damages, occasioned by, arising out of or resulting from the Purchased Assets or the operation of the Station prior to the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the Closing Date under any of the Assumed Contracts or otherwise with respect to Seller's ownership and operation of the Purchased Assets or the Station prior to the Closing Date; and

**10.1.2** Any and all Damages occasioned by, arising out of or resulting from any material misrepresentation, material breach of warranty or covenant, or material default or material nonfulfillment of any agreement on the part of Seller under this Agreement, or from any material misrepresentation in or material breach of any certificate, agreement, appendix, Schedule, or other instrument furnished to LBI Media or Buyer pursuant to this Agreement or in connection with the transaction contemplated hereby; provided, that any breach of Section 7.7 shall be deemed material regardless of the cash value of such breach.

**10.2 Indemnification by LBI Media and Buyer.** LBI Media and Buyer agree to indemnify, defend and hold harmless Seller, its successors and assigns, following the consummation of the purchase and sale transaction contemplated hereby on the Closing Date from and against:

**10.2.1** Any and all Damages occasioned by, arising out of or resulting from the operation of the Station on or subsequent to the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed on or subsequent to the Closing Date under any of the Assumed Contracts or otherwise with respect to Buyer's ownership and operation of the Station from and after the Closing Date; and

**10.2.2** Any and all Damages occasioned by, arising out of or resulting from any material misrepresentation, material breach of warranty or covenant, or material default or material nonfulfillment, of any agreement on the part of LBI Media or Buyer under this Agreement, or from any material misrepresentation in or material breach of any certificate, agreement, appendix, Schedule or other instrument furnished to Seller pursuant to this Agreement or in connection with the transaction contemplated hereby; provided, that any breach of Section 7.7 shall be deemed material regardless of the cash value of such breach.

**10.3 Third-Party Claims.** In the event of third party claims, each Party ("**Indemnified Party**") shall give written notice to the other Party ("**Indemnifying Party**") as soon as practicable and in no event later than ten business days after the Indemnified Party has knowledge, or the discovery, of any facts which in its opinion entitle or may entitle it to indemnification under this Section 10.3. Seller, on the one hand, and LBI Media and Buyer, on the other, shall be considered a single Party for purposes of this Section 10.3. However, failure to give such notice will not preclude the Indemnified Party from seeking indemnification hereunder, unless, and to the extent that, such failure adversely affects to a material degree the Indemnifying Party's ability to defend against such a claim. The Indemnifying Party will promptly defend such a claim by counsel approved by the Indemnified Party, which approval shall not be unreasonably withheld, and the Indemnified Party may appear at any proceeding, at its own cost, by counsel of its own choosing and will otherwise reasonably cooperate in the defense of such claim, provided that the Indemnifying Party shall promptly reimburse the Indemnified Party all reasonable costs, expenses and attorneys' fees incurred in the course of cooperating in the defense of such claim. The Indemnifying Party shall be responsible for all costs and expenses of any settlement. If the Indemnifying Party within ten business days after notice of a claim fails to defend the Indemnified Party, the Indemnified Party will be entitled to undertake the defense, compromise or settlement of such claim at the expense of and for the account and risk of the Indemnifying Party. Anything in this Section to the contrary notwithstanding:

**10.3.1** If LBI Media or Buyer is the Indemnified Party and in the reasonable judgment of LBI Media or Buyer there is a reasonable probability that a claim may materially and adversely affect the Indemnified Party or its continued ownership and operation of the Purchased Assets or the Station, the Indemnified Party will have the right, at its own cost and expense, to undertake the prosecution, compromise and settlement of such claim, and the Indemnifying Party will cooperate with the Indemnified Party;

**10.3.2** If the facts giving rise to indemnification hereunder involve a possible claim by the Indemnified Party against a third party, the Indemnified Party will

have the right, at its own cost and expense, to undertake the prosecution, compromise and settlement of such claim; and

**10.3.3** The Indemnifying Party will not, without the consent of the Indemnified Party, enter into or settle or compromise any claim or consent to any entry of judgment which (i) in the reasonable judgment of LBI Media or Buyer may materially and adversely affect LBI Media or Buyer or its continued ownership and operation of the Purchased Assets or the Station, and (ii) does not include as an unconditional provision thereof the giving by the claimant or the plaintiff to the Indemnified Party of a full and complete release from all liability in respect to such claim.

**10.4 Survival of Representations and Warranties.** The representations and warranties contained in this Agreement or in any Schedule or Exhibit, or in any certificate or other instrument delivered pursuant to this Agreement, will survive the consummation of the purchase and sale transaction contemplated by this Agreement on the Closing Date for a period of two years, except with respect to the representations and warranties set forth in Sections 4.13 and 4.21, which representations and warranties shall survive the consummation of the purchase and sale transaction contemplated by this Agreement on the Closing Date for a period of three years, and except with respect to the representations and warranties set forth in Section 4.18, which representations and warranties shall survive until the length of the applicable statute of limitations; provided that if a claim or notice is given under this Article X or otherwise with respect to any such representation and warranty prior to such expiration date, such claim shall continue (and such representation and warranty shall survive) indefinitely until such claim is finally resolved.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

**11.1 Notices.** All notices, demands and requests, required or permitted to be given under the provisions of this Agreement shall be in writing and will be deemed duly given if received on a business day by facsimile at the facsimile numbers below and telephone notification is provided by the sending Party to the receiving Party at the time of the facsimile that such notice is about to be sent (it being understood that a voice mail left on answering machines shall be deemed to satisfy the requirement for such telephone notification):

If to Seller:

Reverend Marcus D. Lamb  
Word of God Fellowship, Inc.  
4201 Pool Road  
Colleyville, TX 76034  
Phone: (817) 571-1229  
Fax: (817) 684-1487

Copy (which shall not, by itself, constitute notice) to:



Robert L. Olender, Esq.  
5809 Nicholson Lane  
Suite 124  
North Bethesda, MD 20852  
Phone: (301) 468-3336  
Fax: (301) 468-3343

If to LBI Media or Buyer:

Mr. Lenard D. Liberman  
Executive Vice President  
Liberman Television of Dallas Inc.  
1845 Empire Avenue  
Burbank, California 91504  
Phone: BOTH (818) 563-5722 and  
(281) 493-2900  
Fax: BOTH (818) 558-4244 and  
(281) 759-3963

Copy (which shall not, by itself, constitute notice) to:

Joseph K. Kim, Esq.  
O'Melveny & Myers LLP  
400 South Hope Street, 15<sup>th</sup> Floor  
Los Angeles, California 90071  
Phone: (213) 430-6000  
Fax: (213) 430-6407

or any other such facsimile numbers, telephone numbers and addresses as any Party may from time to time supply in writing to the other Parties.

**11.2 Benefit and Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not be assignable by a Party without the prior written consent of all of LBI Media, Buyer and Seller; provided, however, that LBI Media and Buyer may assign their rights and obligations hereunder without Seller's consent to any party owned, directly or indirectly, by LBI Media and LBI Media and Buyer may assign their rights hereunder, without Seller's consent, to any of their lenders (provided that such assignment to such lenders does not violate the Communications Act and does not delay the Closing Date).

**11.3 Public Announcements.** LBI Media and Buyer, on the one hand, and Seller on the other, will consult with, and obtain the approval of (such approval not to be unreasonably withheld or delayed) each other before issuing, and provide each other the opportunity to review, comment upon and concur with, any press release or other public statement with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation and

approval, except as may be required by applicable law, court process or by obligations pursuant to any listing agreement with any national securities exchange or the National Association of Securities Dealers, Inc or disclosures to advisors and financing sources of each Party and disclosures required in connection with FCC approvals or under financing documents.

**11.4 Other Documents.** The Parties will execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

**11.5 Appendices.** All Schedules and Exhibits are deemed to be part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. Whenever, by the terms of this Agreement or any subsequent agreement of the Parties, any additions or deletions are made to the Purchased Assets shown on the Schedules, the Schedules affected shall be deemed to be appropriately modified to reflect those changes.

**11.6 Attorneys' Fees.** Each party hereto agrees that in the event of any and all claims, grievances, demands, controversies, causes of action or disputes of any nature whatsoever, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, expenses and costs.

**11.7 Construction.** This Agreement will be governed, construed and enforced in accordance with the laws of the State of New York.

**11.8 Arbitration.** Any dispute, controversy or other matters as to which the Parties disagree arising out of, relating to or in connection with the provisions of this Agreement or the interpretation, breach or alleged breach hereof shall be settled and decided by arbitration conducted by the Judicial Arbitration and Mediation Service ("JAMS"), subject to the following:

**11.8.1** Any arbitration as set forth above shall be held and conducted in New York, New York before one arbitrator who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrator within 30 days after commencement of an arbitration by (i) submission of a matter to the JAMS in accordance with its Commercial Arbitration Rules and (ii) notice to the other party of the initiating party's intention to arbitrate, then such arbitrator shall be appointed by the presiding judge of the appropriate New York, New York Court.

**11.8.2** The arbitrator appointed must be a former or retired judge, or an attorney with at least 15 years experience in the broadcast television industry.

**11.8.3** All proceedings involving the parties shall be reported by a certified shorthand court reporter and written transcripts of the proceedings shall be prepared and made available to the parties.

**11.8.4** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration unless the arbitrator, for good cause, determines otherwise.

**11.8.5** The dispute shall be heard in accordance with the rules and procedures of JAMS and the arbitrator's decision and award shall be final and binding.

**11.8.6** Costs and fees of the arbitrator (including the cost of the record of transcripts of the arbitration) shall be borne by the non-prevailing party, unless the arbitrator for good cause determines otherwise. Costs and fees payable in advance shall be advanced equally by the parties, subject to ultimate payment by the non-prevailing party in accordance with the preceding sentence.

**11.8.7** Any Party may initiate an arbitration proceeding under this Section 11.8 by written notice to the other Party of its intention to arbitrate, specifying the dispute or controversy to be arbitrated, the amount involved and the remedy sought, and by filing with the New York, New York office of the JAMS a copy of said notice together with a copy of this Agreement and the fee specified in the JAMS fee schedule. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**11.8.8** This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. The award rendered by the arbitrator shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

**11.8.9** Notwithstanding anything contained in this Agreement elsewhere to the contrary, and unless modified by the arbitrator upon a showing of good cause, the arbitration shall proceed upon the following schedule: (i) within 30 days from the service of the notice of the request to arbitrate, the parties shall select the arbitrator; (ii) within 30 days after selection of the arbitrator, the parties shall conduct a pre-arbitration conference at which a schedule of pre-arbitration discovery shall be set, all pre-arbitration motions scheduled and any other necessary pre-arbitration matters decided; (iii) all discovery shall be completed within four months following the pre-arbitration conference; (iv) all pre-arbitration motions shall be filed and briefed so that they may be heard no later than one month following the discovery cut-off; (v) the arbitration shall be scheduled to commence no later than 30 days after the decision on all pre-arbitration motions but in any event no later than six months following the service of the notice of arbitration; and (vi) the arbitrator shall render his written decision within 30 days following the submission of the matter.

**11.8.10** Any monetary award of the arbitrator may include interest at the highest prime rate, as published in the Wall Street Journal, plus two percent, which interest shall accrue from the date the claim, dispute or other matter in question was rightfully due and payable under this agreement until the date the award is paid to the prevailing party.

**11.8.11** No provision of this Section 11.8 shall limit the right of any Party to this Agreement to exercise self-help remedies or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of such remedy does not waive the right of any party to resort to arbitration.

**11.9 Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

**11.10 Headings.** The headings of the Sections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any Section.

**11.11 Entire Agreement.** This Agreement, the Escrow Agreement, and all Schedules and Exhibits hereto and thereto and related agreements entered into as of the date hereof and all agreements, certificates and instruments delivered by the Parties pursuant to the terms of this Agreement represent the entire understanding and agreement between the Parties with respect to the subject matter hereof, supersede all prior negotiations and agreements between the Parties, including the Letter of Intent, and can be amended, supplemented, waived or changed only by an amendment in writing which makes specific reference to this Agreement or the amendment, as the case may be, and which is signed by the Party against whom enforcement of any such amendment, supplement, waiver or modification is sought.

07/15/03 TUE 16:00 FAX 415 391 4912

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From: O'MELVENY & MYERS LLP LA1/2

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers on the day and year first above written.

WORD OF GOD FELLOWSHIP, INC.

By:

*Marcus L. Spivey*  
President / CEO

LEI MEDIA, INC.

By:

*Jose Liberman*  
President

LIBERMAN TELEVISION OF DALLAS, INC.

By:

*Jose Liberman*  
President

and

LIBERMAN TELEVISION OF DALLAS  
LICENSE CORP.

By:

*Jose Liberman*  
President

3-1

07/14/03 MON 17:28 ITZ/RX NO 58101

07/15/03 TUE 16:04 [TX/RX NO 58261]

## FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This **FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "**First Amendment**") is dated as of July 18, 2003, and entered into by and among Word of God Fellowship, Inc., a Georgia non-profit corporation ("**Fellowship**" or "**Seller**"), on the one hand, and LBI Media, Inc., a California corporation ("**LBI Media**"), Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**"), on the other. LBI and LBI Sub are referred to collectively as "**Buyer**."

This First Amendment is made with reference to that certain Asset Purchase Agreement among Seller, LBI Media and Buyer dated July 14, 2003 (the "**Asset Purchase Agreement**").

Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Asset Purchase Agreement.

### RECITALS

**WHEREAS**, under Section 7.2 of the Asset Purchase Agreement, Seller and Buyer have a mutual right to terminate the Asset Purchase Agreement on July 18, 2003, after 4:00 pm PST (and on no day subsequent to July 18, 2003), in the event that (i) the Buyer has not entered into the Cedar Hill Space Agreement on or prior to 4:00 pm PST on July 18, 2003, and (ii) on or prior to 4:00 pm PST on July 18, 2003, Buyer has not informed Seller of the fact that Buyer has entered into the Cedar Hill Analog Space Agreement; and

**WHEREAS**, Buyer and Seller wish to amend Section 7.2 of the Asset Purchase Agreement to extend the time period set forth therein relating to their mutual termination right;

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, LBI Media, Buyer and Seller agree as follows:

#### Section 1. AMENDMENT TO THE ASSET PURCHASE AGREEMENT

Section 7.2 of the Asset Purchase Agreement is hereby amended by substituting each reference to "July 18" appearing therein with "July 23."

#### Section 2. MISCELLANEOUS

**A. Construction.** This First Amendment will be governed, construed and enforced in accordance with the laws of the State of New York.

**B. Arbitration.** Any dispute, controversy or other matters as to which the Parties disagree arising out of, relating to or in connection with the provisions of this First Amendment or the interpretation, breach or alleged breach hereof shall be settled and decided by arbitration as set forth in Section 11.8 of the Amended Asset Purchase Agreement.

C. **Counterparts.** This First Amendment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

WORD OF GOD FELLOWSHIP, INC.

By: Marcus D. Lamb  
Name: Marcus D. Lamb 7-18-03  
Its: President/CEO

LBI MEDIA, INC.

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

LIBERMAN TELEVISION OF  
DALLAS, INC.

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

and

LIBERMAN TELEVISION OF DALLAS  
LICENSE CORP.

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

**WORD OF GOD FELLOWSHIP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LBI MEDIA INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

**LIBERMAN TELEVISION OF  
DALLAS, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

and

**LIBERMAN TELEVISION OF DALLAS  
LICENSE CORP.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

## SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This **SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "**Second Amendment**") is dated as of July 23, 2003, and entered into by and among Word of God Fellowship, Inc., a Georgia non-profit corporation ("**Fellowship**" or "**Seller**"), on the one hand, and LBI Media, Inc., a California corporation ("**LBI Media**"), Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**"), on the other. LBI and LBI Sub are referred to collectively as "**Buyer**."

This Second Amendment is made with reference to that certain Asset Purchase Agreement among Seller, LBI Media and Buyer, dated July 14, 2003 (as amended by that certain First Amendment to Asset Purchase Agreement, dated July 18, 2003, the "**Asset Purchase Agreement**").

Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Asset Purchase Agreement.

### RECITALS

**WHEREAS**, under Section 7.2 of the Asset Purchase Agreement, Seller and Buyer have a mutual right to terminate the Asset Purchase Agreement on July 23, 2003, after 4:00 pm PST (and on no day subsequent to July 23, 2003), in the event that (i) the Buyer has not entered into the Cedar Hill Space Agreement on or prior to 4:00 pm PST on July 23, 2003, and (ii) on or prior to 4:00 pm PST on July 23, 2003, Buyer has not informed Seller of the fact that Buyer has entered into the Cedar Hill Analog Space Agreement; and

**WHEREAS**, Buyer and Seller wish to amend Section 7.2 of the Asset Purchase Agreement to extend the time period set forth therein relating to their mutual termination right;

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, LBI Media, Buyer and Seller agree as follows:

#### Section 1. AMENDMENT TO THE ASSET PURCHASE AGREEMENT

Section 7.2 of the Asset Purchase Agreement is hereby amended by substituting each reference to "July 23" appearing therein with "July 24."

#### Section 2. MISCELLANEOUS

**A. Construction.** This Second Amendment will be governed, construed and enforced in accordance with the laws of the State of New York.

**B. Arbitration.** Any dispute, controversy or other matters as to which the Parties disagree arising out of, relating to or in connection with the provisions of this Second

Amendment or the interpretation, breach or alleged breach hereof shall be settled and decided by arbitration as set forth in Section 11.8 of the Asset Purchase Agreement.

**C. Counterparts.** This Second Amendment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

**WORD OF GOD FELLOWSHIP, INC.**

By: Marcus D. Lamb  
Name: Marcus D. Lamb  
Its: President / CEO

**LBI MEDIA, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

**LIBERMAN TELEVISION OF DALLAS, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

and

**LIBERMAN TELEVISION OF DALLAS LICENSE CORP.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

**WORD OF GOD FELLOWSHIP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LBI MEDIA, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

**LIBERMAN TELEVISION OF  
DALLAS, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

and

**LIBERMAN TELEVISION OF DALLAS  
LICENSE CORP.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

### **THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT**

This **THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "**Third Amendment**") is dated as of July 24, 2003, and entered into by and among Word of God Fellowship, Inc., a Georgia non-profit corporation ("**Fellowship**" or "**Seller**"), on the one hand, and LBI Media, Inc., a California corporation ("**LBI Media**"), Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**"), on the other. LBI and LBI Sub are referred to collectively as "**Buyer**."

This Third Amendment is made with reference to that certain Asset Purchase Agreement among Seller, LBI Media and Buyer, dated July 14, 2003 (as amended by that certain First Amendment to Asset Purchase Agreement, dated July 18, 2003, and that Second Amendment to Asset Purchase Agreement dated July 23, 2003, the "**Asset Purchase Agreement**").

Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Asset Purchase Agreement.

#### **RECITALS**

**WHEREAS**, under Section 7.2 of the Asset Purchase Agreement, Seller and Buyer have a mutual right to terminate the Asset Purchase Agreement on July 24, 2003, after 4:00 pm PST (and on no day subsequent to July 24, 2003), in the event that (i) the Buyer has not entered into the Cedar Hill Space Agreement on or prior to 4:00 pm PST on July 24, 2003, and (ii) on or prior to 4:00 pm PST on July 24, 2003, Buyer has not informed Seller of the fact that Buyer has entered into the Cedar Hill Analog Space Agreement; and

**WHEREAS**, Buyer and Seller wish to amend Section 7.2 of the Asset Purchase Agreement to extend the time period set forth therein relating to their mutual termination right;

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, LBI Media, Buyer and Seller agree as follows:

#### **Section 1. AMENDMENT TO THE ASSET PURCHASE AGREEMENT**

Section 7.2 of the Asset Purchase Agreement is hereby amended by substituting each reference to "July 24" appearing therein with "July 25."

#### **Section 2. MISCELLANEOUS**

**A. Construction.** This Third Amendment will be governed, construed and enforced in accordance with the laws of the State of New York.

**B. Arbitration.** Any dispute, controversy or other matters as to which the Parties disagree arising out of, relating to or in connection with the provisions of this Third Amendment

or the interpretation, breach or alleged breach hereof shall be settled and decided by arbitration as set forth in Section 11.8 of the Asset Purchase Agreement.

**C. Counterparts.** This Third Amendment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

**WORD OF GOD FELLOWSHIP, INC.**

By: Marcus D. Lamb

Name:

Its:

**LBI MEDIA, INC.**

7-24-03

By: \_\_\_\_\_

Lenard D. Liberman

Executive Vice President

**LIBERMAN TELEVISION OF  
DALLAS, INC.**

By: \_\_\_\_\_

Lenard D. Liberman

Executive Vice President

and

**LIBERMAN TELEVISION OF DALLAS  
LICENSE CORP.**

By: \_\_\_\_\_

Lenard D. Liberman

Executive Vice President



IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

**WORD OF GOD FELLOWSHIP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LBI MEDIA, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

**LIBERMAN TELEVISION OF DALLAS, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

and

**LIBERMAN TELEVISION OF DALLAS LICENSE CORP.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

## FOURTH AMENDMENT TO ASSET PURCHASE AGREEMENT

This **FOURTH AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "**Fourth Amendment**") is dated as of July 25, 2003, and entered into by and among Word of God Fellowship, Inc., a Georgia non-profit corporation ("**Fellowship**" or "**Seller**"), on the one hand, and LBI Media, Inc., a California corporation ("**LBI Media**"), Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**"), on the other. LBI and LBI Sub are referred to collectively as "**Buyer**."

This Fourth Amendment is made with reference to that certain Asset Purchase Agreement among Seller, LBI Media and Buyer, dated July 14, 2003 (as amended by that certain First Amendment to Asset Purchase Agreement, dated July 18, 2003, that certain Second Amendment to Asset Purchase Agreement, dated July 23, 2003, and that certain Third Amendment to Asset Purchase Agreement, dated July 24, 2003, the "**Asset Purchase Agreement**").

Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Asset Purchase Agreement.

### RECITALS

**WHEREAS**, Seller and Buyer agree that the KMPX Channel 29 Lease Agreement dated October [ ], 2001 between American Tower L.P. ("**American Tower**") and Seller for certain TSL dish and related equipment located at the Northwest Highway tower site is not an Assumed Contract; and

**WHEREAS**, Seller and Buyer agree that after the Closing Date, Buyer may use a certain portion of the space governed by the aforementioned lease rent free for a certain period; and

**WHEREAS**, Buyer and Seller wish to amend Schedule I and create a new Section 7.9 to set forth the understanding related to the KMPX Channel 29 Lease Agreement dated October [ ], 2001 between American Tower and Seller for certain TSL dish and related equipment located at the Northwest Highway tower site.

**NOW, THEREFORE**, in consideration of the promises and the agreements, provisions and covenants herein contained, LBI Media, Buyer and Seller agree as follows:

#### **Section 1. AMENDMENT TO THE ASSET PURCHASE AGREEMENT**

**A. Section 7.9.** Article VII is hereby amended by adding a new Section 7.9 which reads as follows:

**B. 7.9 Occupation of Space.** It is acknowledged the certain items included within the Purchased Assets, including a TSL dish and related equipment for the operation of KMPX-Channel 29, are presently located at space covered by the KMPX-Channel 29 Lease Agreement, dated October [ ], 2001 between American Tower and Seller for

certain TSL dish and related equipment located at the Northwest Highway tower site, which lease will not be assumed by Buyer at Closing. Accordingly, in order to permit Buyer to continue operating such items of the Purchased Assets following Closing, Seller confirms that Buyer shall have the right to access, operate and maintain such items at their present locations and in the same manner, without charge, until such time as Buyer enters into a new lease with American Tower covering space on the tower to be used for such equipment.

**C. Schedule I.** Schedule I is hereby replaced in its entirety with the Schedule I attached hereto as Schedule I.

## **Section 2. MISCELLANEOUS**

**A. Construction.** This Fourth Amendment will be governed, construed and enforced in accordance with the laws of the State of New York.

**B. Arbitration.** Any dispute, controversy or other matters as to which the Parties disagree arising out of, relating to or in connection with the provisions of this Fourth Amendment or the interpretation, breach or alleged breach hereof shall be settled and decided by arbitration as set forth in Section 11.8 of the Asset Purchase Agreement.

**C. Counterparts.** This Fourth Amendment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the day and year first above written.

7-25-03

WORD OF GOD FELLOWSHIP, INC.

By: Marcus D. Lamb

Name:

Marcus D. Lamb

Its:

President / CEO

LBI MEDIA, INC.

By: \_\_\_\_\_

Lenard D. Liberman

Executive Vice President

LIBERMAN TELEVISION OF  
DALLAS, INC.

By: \_\_\_\_\_

Lenard D. Liberman

Executive Vice President

and

LIBERMAN TELEVISION OF DALLAS  
LICENSE CORP.

By: \_\_\_\_\_

Lenard D. Liberman

Executive Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the day and year first above written.

**WORD OF GOD FELLOWSHIP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LBI MEDIA, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

**LIBERMAN TELEVISION OF  
DALLAS, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

and

**LIBERMAN TELEVISION OF DALLAS  
LICENSE CORP.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

## **SCHEDULE I**

### **Identification of Contracts to be Assumed**

#### **NORTHWEST HIGHWAY TOWER**

1. **Lease Agreement**, dated October 26, 2001 between American Tower L.P., a Delaware limited partnership and Word of God Fellowship, Inc. [relating to the primary antenna and related equipment located at the Northwest Highway tower site]

#### **CEDAR HILL TOWER**

2. **Lease Agreement**, dated October 26, 2001 between American Tower L.P., a Delaware limited partnership and Word of God Fellowship, Inc.

#### **OTHER CONTRACTS**

3. Echostar Agreement
4. KDTN Carriage Assignment (if applicable)
5. Service Agreement, dated March 8, 2001, between Daystar Television Network and Carrier Commercial Systems and Services.

## **FIFTH AMENDMENT TO ASSET PURCHASE AGREEMENT**

This **FIFTH AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "**Fifth Amendment**") is dated as of July 25, 2003, and entered into by and among Word of God Fellowship, Inc., a Georgia non-profit corporation ("**Fellowship**" or "**Seller**"), on the one hand, and LBI Media, Inc., a California corporation ("**LBI Media**"), Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**"), on the other. LBI and LBI Sub are referred to collectively as "**Buyer**."

This Fifth Amendment is made with reference to that certain Asset Purchase Agreement among Seller, LBI Media and Buyer, dated July 14, 2003 (as amended by that certain First Amendment to Asset Purchase Agreement, dated July 18, 2003, that Second Amendment to Asset Purchase Agreement dated July 23, 2003, that Third Amendment to Asset Purchase Agreement dated July 24, 2003 and that Fourth Amendment to Asset Purchase Agreement dated July 25, 2003, the "**Asset Purchase Agreement**").

Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Asset Purchase Agreement.

### **RECITALS**

**WHEREAS**, under Section 7.2 of the Asset Purchase Agreement, Seller and Buyer have a mutual right to terminate the Asset Purchase Agreement on July 25, 2003, after 4:00 pm PST (and on no day subsequent to July 25, 2003), in the event that (i) the Buyer has not entered into the Cedar Hill Space Agreement on or prior to 4:00 pm PST on July 25, 2003, and (ii) on or prior to 4:00 pm PST on July 25, 2003, Buyer has not informed Seller of the fact that Buyer has entered into the Cedar Hill Analog Space Agreement; and

**WHEREAS**, Buyer and Seller wish to amend Section 7.2 of the Asset Purchase Agreement to extend the time period set forth therein relating to their mutual termination right;

**NOW, THEREFORE**, in consideration of the promises and the agreements, provisions and covenants herein contained, LBI Media, Buyer and Seller agree as follows:

#### **Section 1. AMENDMENT TO THE ASSET PURCHASE AGREEMENT**

Section 7.2 of the Asset Purchase Agreement is hereby amended by substituting each reference to "July 25" appearing therein with "July 28."

#### **Section 2. MISCELLANEOUS**

**A. Construction.** This Fifth Amendment will be governed, construed and enforced in accordance with the laws of the State of New York.

**B. Arbitration.** Any dispute, controversy or other matters as to which the Parties disagree arising out of, relating to or in connection with the provisions of this Fifth Amendment or the interpretation, breach or alleged breach hereof shall be settled and decided by arbitration as set forth in Section 11.8 of the Asset Purchase Agreement.

**C. Counterparts.** This Fifth Amendment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument

*[Remainder of page intentionally left blank; signature page to follow]*



IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of  
the day and year first above written.

7-25-03  
WORD OF GOD FELLOWSHIP, INC.

By:   
Name: Marcus D. Lamb  
Its: President/CEO

LBI MEDIA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

LIBERMAN TELEVISION OF  
DALLAS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

and

LIBERMAN TELEVISION OF DALLAS  
LICENSE CORP.

By: \_\_\_\_\_

Name: \_\_\_\_\_

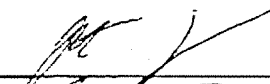
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the day and year first above written.


**WORD OF GOD FELLOWSHIP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LBI MEDIA, INC.**


By:  \_\_\_\_\_  
Name: Brent Davis  
Its: CEO

**LIBERMAN TELEVISION OF DALLAS, INC.**

By:  \_\_\_\_\_  
Name: Brent Davis  
Its: CEO

and

**LIBERMAN TELEVISION OF DALLAS LICENSE CORP.**

By:  \_\_\_\_\_  
Name: Brent Davis  
Its: CEO

## **SCHEDULE I**

### **Identification of Contracts to be Assumed**

#### **NORTHWEST HIGHWAY TOWER**

1. **Lease Agreement**, dated October [ ], 2001 between American Tower L.P., a Delaware limited partnership and Word of God Fellowship, Inc.
2. **Lease Agreement**, dated October [ ], 2001 between American Tower L.P., a Delaware limited partnership and Word of God Fellowship, Inc.

#### **CEDAR HILL TOWER**

3. **Lease Agreement**, dated October 26, 2001 between American Tower L.P., a Delaware limited partnership and Word of God Fellowship, Inc.

#### **OTHER CONTRACTS**

4. Echostar Agreement
5. KDTN Carriage Assignment (if applicable)

## SCHEDULE II

### List of all Permits and FCC Licenses

	Permits and FCC Licenses
1.	License for Station KMPX (TV), Channel 29, Decatur, Texas, BLCT – 19930927KF granted January 19, 1994, renewed on July 24, 1998 (BRCT-19980401MM). Expires 8/1/2006.
2.	WPNG429 Studio Transmitter Link. Expires 8/1/2006.
3.	DTV Maximization Construction Permit BMPTCDT-20030616ABD granted 6/25/2003, expires 7/1/2003, expiration date tolled indefinitely by operation pursuant to Emergency DTV STA referenced below and DTV STA referenced below (when granted).
4.	Emergency DTV STA granted June 20, 2003 (remains effective pending action on BDSTA-20030702ADI)
5.	DTV STA BDSTA-20030702ADI (pending)
6.	Analog Modification Application (Cedar Hill move) BPCT-20021015AAA (pending).
7.	Analog application to correct coordinates BMLCT-20030623ADR (pending).

## SCHEDULE III

### List of Required Consents, Encumbrances and UCC-1 Filing Statements

#### Required Consents (Seller)

1. Federal Communications Commission consents to the Assignment Application which Seller and Buyer will file with the Federal Communications Commission requesting its written consent to the assignment of the FCC Licenses from Seller to LBI Sub.
2. A Confirmation of Lease Terms and Consent executed by American Tower L.P., as lessor ("Lessor") and Word of God Fellowship, Inc., as lessee ("Lessee"), with respect to that certain Lease Agreement dated October [ ], 2001 between Lessor and Lessee for KMPX, Decatur-Dallas, Texas [Northwest Highway (primary antenna)], together with an executed and acknowledged Memorandum of Lease (Attachment D to the Confirmation) and a Landlord Consent and Waiver (Attachment E to the Confirmation), all in a form reasonably acceptable to Buyer and Buyer's lenders as set forth in Exhibit E to the Asset Purchase Agreement.
3. A Confirmation of Lease Terms and Consent executed by Lessor and Lessee with respect to that certain Lease Agreement dated October [ ], 2001 between Lessor and Lessee for KMPX, Decatur-Dallas, Texas [Northwest Highway (additional equipment)], together with an executed and acknowledged Memorandum of Lease (Attachment D to the Confirmation) and a Landlord Consent and Waiver (Attachment E to the Confirmation), all in a form reasonably acceptable to Buyer and Buyer's lenders as set forth in Exhibit E to the Asset Purchase Agreement.
4. A Confirmation of Lease Terms and Consent executed by Lessor and Lessee for that certain Lease Agreement dated October 26, 2001 between Lessor and Lessee for KMPX-DT, Decatur-Dallas, Texas [Cedar Hill], together with an executed and acknowledged Memorandum of Lease (Attachment D to the Confirmation) and a Landlord Consent and Waiver (Attachment E to the Confirmation), all in a form reasonably acceptable to Buyer and Buyer's lenders as set forth in Exhibit E to the Asset Purchase Agreement.

#### Required Consents (Buyer)

1. Consents of Buyer's creditors.

#### Encumbrances

1. With respect to the Pool Road Studio Site, Seller shall clear, pursuant to the terms of the Agreement, all Encumbrances other than Permitted Encumbrances, including as shown on the title insurance commitment dated April 21, 2003 (GF No. 297091CDQ) issued by Commonwealth Land Title Company (the "Pool Road Studio Title Commitment").

### **UCC Financing Statements**

<b>Debtor Name</b>	<b>State</b>	<b>Jurisdiction</b>	<b>Secured Party</b>	<b>Type of Filing</b>	<b>Date Filed</b>	<b>File No.</b>
Word of God Fellowship, Inc.	GA	Cooperative Authority (Gwinnett County, GA)	The Frost National Bank	UCC-1	10/04/02	67-2002-0101281
Word of God Fellowship, Inc.	GA	Cooperative Authority (Fulton County, GA)	The Frost National Bank	UCC-1	12/10/02	060200216731
Word of God Fellowship, Inc.	GA	Cooperative Authority (Bibb County, GA)	The Frost National Bank	UCC-1	11/07/02	11023452
Word of God Fellowship, Incorporated	GA	Cooperative Authority (Bibb County, GA)	The Frost National Bank	UCC-1	11/07/02	11023453
Word of God Fellowship, Incorporated	GA	Cooperative Authority (Fulton County, GA)	The Frost National Bank	UCC-1	11/05/02	060200215242
Word of God Fellowship, Inc.	TX	Secretary of State	Bank of America, N.A.	UCC-1	11/12/99	99-227674
Word of God Fellowship, Inc.	TX	Secretary of State	Bank of America, N.A.	UCC-3	07/14/02	02-00369628

### **UCC Termination Statements**

1. With respect to the Pool Road Studio Site, UCC Termination Statement with respect to all UCC Fixture Filings and Financing Statements referenced in the Pool Road Studio Title Commitment.

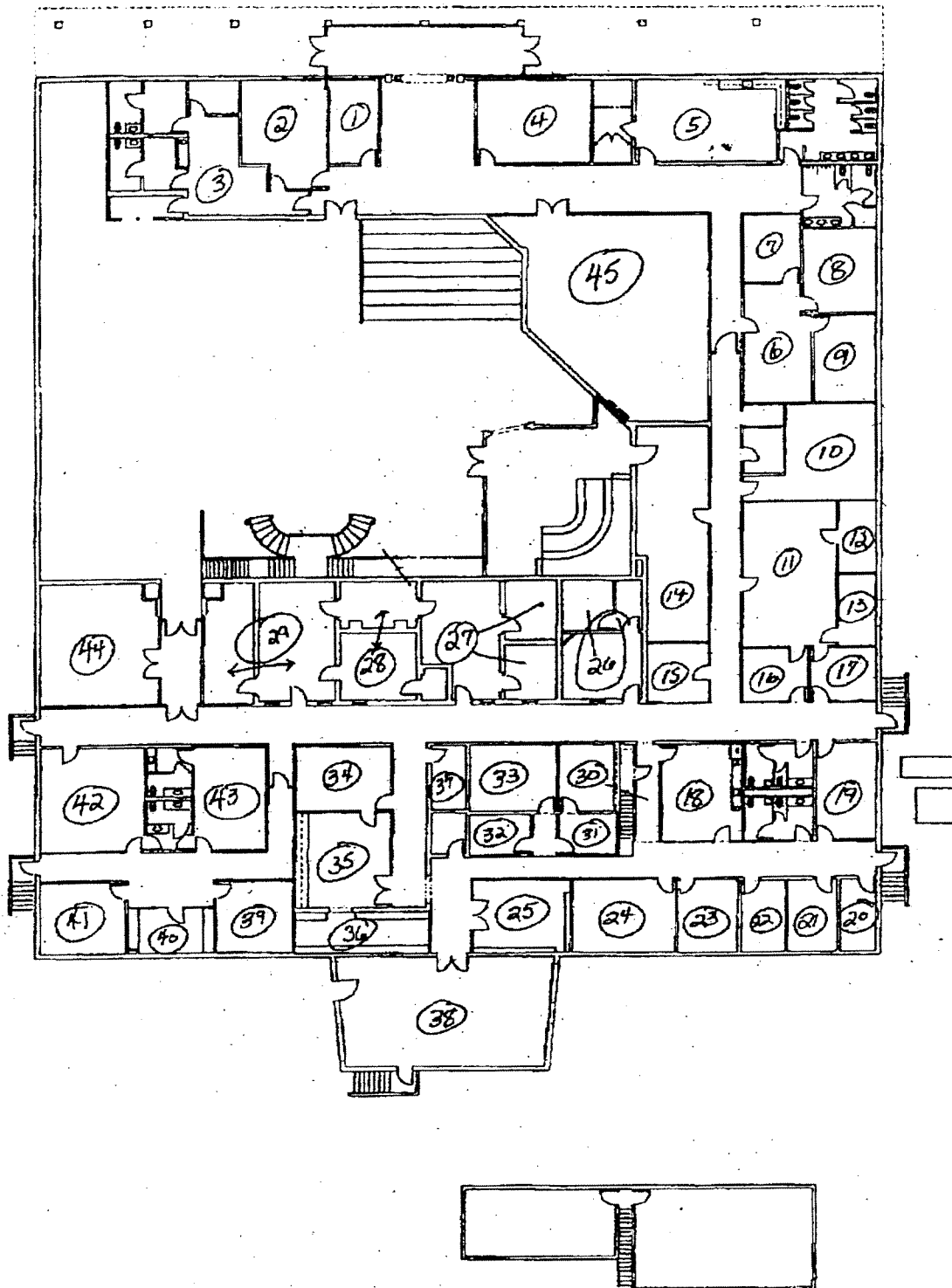
### **Mortgage Reconveyances**

1. See note above with respect to Encumbrances on the Pool Road Studio Site.

**SCHEDULE IV**

**Identification of Principal Items  
of Tangible Personal Property**

**(Attached)**





## FURNITURE

<u>Quantity</u>	<u>Office Number</u>	<u>Description</u>
2	1-Office	Leather High Back Guest Chairs
1	1-Office	Executive Wood Desk
1	1-Office	Computer Wood Desk
1	1-Office	Wood Credenza
2	2-Office	U-Shaped Executive Wood Desk
1	2-Office	2 Drawer Wood File Cabinet
1	2-Office	3 Shelf Wood Book Cases
All	3-Green Room	Built In Shelves and Counters in Make-Up Room and Dressing Room
1	4-RF Office	Executive Wood Desk
3	4-RF Office	Wood Desk
All	5-Break Room	Built In Shelves, Cabinets and Counters
1	6-Office	Executive Wood Desk
1	10-Office	Computer Wood Desk
1	10-Office	2 Drawer Wood File Cabinet
All	15-Edit Suite	Edit Equipment and Racks
All	15-Edit Suite	Tables, Chairs, Desk
All	18-Break Room	Built In Shelves, Cabinets and Counters
All	24-Tape Library	Sliding Shelving Units
All	25-Mail Room	Shelving
1	25-Mail Room	Work Table
All	26-Network Control	Console Table, Equipment Racks, Wood Shelves
All	27-Production Control	Console Table, Equipment Racks
All	28-Audio	Console Table, Equipment Racks
All	29-Audio	Built Ins
All	30-Phone/Server Room	Phone Racks, Wood Shelves
1	32-Office	Wood Desk
1	32-Office	Computer Wood Desk
1	32-Office	Grey Table
All	33-Security Office	Shelving Units
All	35-Eng Lab	Shelving and Built In Cabinets
All	36-Parts Room	Furniture and Fixtures
All	37-RF Lab	Shelving
1	38-Receiving	Saw Table
1	38-Receiving	Grinding Table
All	39-43-Exec Offices	Built In Cabinets
All	44-Grip Room	Shelving and Built In Cabinets

# KMPX INVENTORY

Qty	Department	Description	Model Number	Brand
4	Audio Control Room	8.0 power distribution center		Juice Goose
1	Audio Control Room	8-channel snake	Medusa	Whirlwind
2	Audio Control Room	8-channel snake		Rapco
7	Audio Control Room	Active Speaker	SX200A	Electro-voice
2	Audio Control Room	Active Speaker w/stand	SRM450	Mackie
2	Audio Control Room	Amplifier	MX1500A	QSC
1	Audio Control Room	Amplifier	LA1201	Crest Audio
1	Audio Control Room	Antenna distribution system	UHF	Shure
1	Audio Control Room	Audio mixer	02R	Yamaha
1	Audio Control Room	Audio mixer	MX662 Ultralink	Behringer
1	Audio Control Room	Cassette deck	122MKII	Tascam
1	Audio Control Room	Cassette deck	112R MKII	Tascam
1	Audio Control Room	CD player	PMD-321	Marantz
1	Audio Control Room	CD player	CD-150	Tascam
1	Audio Control Room	CD recorder	CD-RW5000	Tascam
1	Audio Control Room	Compressor	1066	DBX
1	Audio Control Room	Compressor/limiter	DPR-402	BSS
1	Audio Control Room	Condenser mic	C414EB	AKG
5	Audio Control Room	Condenser mic	Pro 37R	Audio-Technica
1	Audio Control Room	Condenser mic	AT4033	Audio-Technica
1	Audio Control Room	DAT deck	PCM-2300	Sony
1	Audio Control Room	Digital Hybrid II		Gentner
1	Audio Control Room	Distribution amp	DA208	Encore
1	Audio Control Room	Distribution amplifier	MF-300	Benchmark
1	Audio Control Room	Dual 1/3 octave equalizer	DN 360	Klark-Teknik
1	Audio Control Room	Effects uni	H 3000 SE	Eventide
1	Audio Control Room	equalizer	1531X	DBX
1	Audio Control Room	Hard disk recorder	Instant Replay	360 systems
1	Audio Control Room	Intercom base station	MS-222	Clear-Com

Schedule IV-3

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
2	Audio Control Room	Lav mic	COS-11BP	Sanken
2	Audio Control Room	Lav mic	K6	Sennheiser
1	Audio Control Room	Lav mic	ECM-50PS	Sony
1	Audio Control Room	Lav mic	TR50BPS	Tram
1	Audio Control Room	Limiter	Dominator II	Aphex
3	Audio Control Room	Loudness monitors	40-A2	Dorrough
4	Audio Control Room	Mic	SM58	Shure
2	Audio Control Room	Mic	SM57	Shure
1	Audio Control Room	Mic	MD421-U-S	Sennheiser
1	Audio Control Room	Mic	AT853RX	Audio-Technica
10	Audio Control Room	Mic stand		Ultimate
6	Audio Control Room	Mic stand w/boom arm		K&M
2	Audio Control Room	Microphone pre-amp	MIA 4x4	Benchmark
1	Audio Control Room	Microphone pre-amp	MPS-400	Benchmark
1	Audio Control Room	Mini-Disc deck	MD-301MKII	Tascam
5	Audio Control Room	Music stand		Manhasset
1	Audio Control Room	Parametric equalizer	622B	Orban
2	Audio Control Room	Power distribution	Zilla power 8	Juice Goose
1	Audio Control Room	Power strip		Juice Goose
1	Audio Control Room	PZM mic	PZM-30D	Crown
4	Audio Control Room	Speaker	SM200iH	EAW
2	Audio Control Room	Speaker	KP250	Klipsch
1	Audio Control Room	Speaker	KSM	Klipsch
4	Audio Control Room	Speaker stand		Ultimate
4	Audio Control Room	Speaker system controller (for studio) MIDlverb II	Xp 200A	EV Alesis
2	Audio Control Room	Speakers	HD-1	Meyer
1	Audio Control Room	Video switcher		Sigma electronics
5	Audio Control Room	Wireless microphone receiver	WRU-806	Sony
2	Audio Control Room	Wireless microphone receiver	UHF	Shure
3	Audio Control Room	Wireless microphone receiver	EM3532	Sennheiser
1	Audio Control Room	Wireless microphone receiver	R-32A	Vega
1	Audio Control Room	Wireless receiver Chassis	MB-806A	Sony

Schedule IV-4

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
1	Daystar & KMPX	13" Color Monitor		Sony
1	Daystar & KMPX	14" Color Monitor	TM-1400 SU	JVC
4	Daystar & KMPX	6' Equipment Rack		
1	Daystar & KMPX	Air Dryer System	HDS-2500	McIntire
2	Daystar & KMPX	Audio Meters	40-A2	Dorrough
1	Daystar & KMPX	Switcher / Router	Ocelot	Pesa
1	Daystar & KMPX	Waveform / Vectorscope	1780R	Tektronix
1	Edit 2	16 channel Audio Mixer	1604	Mackie
1	Edit 2	16 in video monitor	TM 1650	JVC
1	Edit 2	2.1 subwoofer and (2) Klipsch speakers	ProMedia	Klipsch
1	Edit 2	6.0 software running on a Full Matrox Digisuite boardset with Video and Audio breakout boxes	edit plus	Discreet
2	Edit 2	Black 21 in. CRT monitors		Intergraph
1	Edit 2	Blackburst Generator	TCG-50	Horita
1	Edit 2	cd player	CD-150	Tascam
1	Edit 2	deck	AJ-D950	DVCPRO50 Panasonic
1	Edit 2	deck	BVW-75	Beta SP Sony
1	Edit 2	deck	HR53911U	SVHS JVC
1	Edit 2	deck	9000	DVD-R/RW Pioneer
1	Edit 2	Intellistation running dual 550 MHz processors, 1 GB RAM, 220 GB video drive, 40GB audio drive	Pentium III	IBM
2	Edit 2	meters	40-A2	Dorrough
1	Edit 2	Vector/Waveform	5872A	Leader
1	Edit 2	Vectorscope	1420	Tektronics
1	Edit 3	12 channel Audio Mixer	1202	VLZ-Pro Mackie
1	Edit 3	6.0 software running on a Full Matrox Digisuite boardset with Video and Audio breakout boxes	edit plus	Discreet
1	Edit 3	deck	AJ-D950	DVCPRO50 Panasonic
1	Edit 3	Intellistation running dual 800 MHz processors, 768 MB RAM, 180 GB video drive, 40GB audio drive	Pentium III	IBM
2	Edit 3	White Optisync 17 in. CRT monitors	PF77	Viewsonic

Schedule IV-5

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
1	General Facility Equipment	5HP 60 Gallon Upright Air Compressor	5Z757	Dayton
1	General Facility Equipment	Air Cooler	3Z529A	Dayton
1	General Facility Equipment	Air Dryer System		
1	General Facility Equipment	Automatic Transfer Switch - Includes Engine Exerciser Timer	H3003600C1C	Asco
1	General Facility Equipment	Stationary Generator Rating 350kw - 120v/208v		Generac
1	General Facility Equipment	UPS System - Field Upgrade to 50kw	AP346	Liebert
1	KMPX	7 ghz Microwave Transmitter	Microwave	RF Technology
1	KMPX	Multiband Audio Processor	8182A	Orban
1	KMPX	Transmitter Remote Control	Optimod TV	SVS Com Interface
1	KMPX	Tuner	ST-72TV	Sony
1	KMPX Transmitter	3 1/8" Transmission Line - standby		
1	KMPX Transmitter	6 1/8" Transmission Line		
1	KMPX Transmitter	7 ghz Microwave Receiver	Microwave	RF Technology
1	KMPX Transmitter	Audio Monitor	TVM-1	Bel.
1	KMPX Transmitter	Demodulator	6250	Scientific Atlanta
1	KMPX Transmitter	Ghost Cancelling Reference Generator	Mini GCR0	Ultech
1	KMPX Transmitter	Processing Amplifier	3240	Grass Valley
1	KMPX Transmitter	UHF Transmitter	CTT-U-80SKC	Comark
1	KMPX Transmitter	UHF Broadcast Antenna - Ch. 29	BUI 28	Bogner
1	KMPX Transmitter	UHF TV 29 Broadcast Antenna - standby	BUI-8	Bogner
1	KMPX Transmitter	Video DeModulator	MSI-320	Modulation Science
1	Master Control	2 RU Patch V		ADC
1	Master Control	4 port	F1D104-OSD	Belkin
1	Master Control	Audio	2 Pro	ADC
1	Master Control	Audio DA	416	RTS Systems
2	Master Control	Audio Delay	AVA22D	Rane
1	Master Control	Audio Interface	Mitchbox	Henry
1	Master Control	Audio Meter	40A2	Dorrough
2	Master Control	Audio Meter	Dual 12-A	Dorrough
1	Master Control	Auto Switcher	SQS-4B	Pro Video
1	Master Control	Automation Controller	MA-204B	Matco

Schedule IV-6

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
1	Master Control	AV Alignment Delay	AVA 22D	Panasonic
3	Master Control	B3W Monitor	WV-5200B	Panasonic
6	Master Control	B3W Monitor	WV-5200B	Panasonic
6	Master Control	B3W Monitor	WV-5200B	Panasonic
2	Master Control	B3W Monitor	WV-5370	Panasonic
1	Master Control	B3W Monitor	WVBM-990	Panasonic
1	Master Control	Bandwidth TV Monitor	WV-5200B	Panasonic
1	Master Control	Betacam SP	UVW-1600 SP	Sony
1	Master Control	Betacam SP	UVW-1400A SP	Sony
1	Master Control	Bridging Video Switcher		3M
1	Master Control	CC: Decoder	PCD-85	Link
1	Master Control	Clock	TCD 100	Horita
1	Master Control	Clock	TCD 100	Horita
1	Master Control	Clock	MOD 100	Horita
3	Master Control	Color Monitor	BM-H1900-SU	JVC
1	Master Control	Computer		Dell
1	Master Control	Computer Monitor		Kogl
1	Master Control	Computer Monitor	570V	Samsung
1	Master Control	Computer Monitor		TFT
1	Master Control	Computer Monitor		Optquest
1	Master Control	Computer Monitor		Acer
1	Master Control	CPU		Inscriber
1	Master Control	DA	3400	Grass Valley Group
1	Master Control	DA Dual Power 8.3401	3400	Grass Valley Group
2	Master Control	Digital Generator	1910	Tektronix
1	Master Control	Digital Video Cassette Player	AJ-D940	Panasonic
3	Master Control	DSW Monitor	WV-S200B	Panasonic
1	Master Control	Dual Buffer Amp	444	RTS System
1	Master Control	Dual Monor Amp		Series Three
1	Master Control	EAS	930A	QSC
1	Master Control	EAS	911	TFT
1	Master Control	Encoder Remote Controller	AV-ER65B	TFT
1	Master Control			Panasonic

Schedule IV-7

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
2	Master Control	Encoder Remote Controller	ER-65B	Panasonic
1	Master Control	GPI		Horita
1	Master Control	GPI		Horita
1	Master Control	GPI		Horita
1	Master Control	GPI		Horita
1	Master Control	GPS Time Module	MTG	Horita
3	Master Control	Image Interfer	808	QSI
1	Master Control	Master Control Switcher	Master 21	Grass Valley Group
1	Master Control	Master Sync Module	MSG	Horita
1	Master Control	Multi Function Frame	FR-2602	Leitch
2	Master Control	Powered Monitor	1400	Anchor
1	Master Control	Receiver	TU-4500U	JVC
1	Master Control	Router Control Panel	UCP-XY	Sony
1	Master Control	Sat Antenna Control System	CTI-800	CTI
2	Master Control	Satellite Reciver	CAM 830	Standard
1	Master Control	Satellite Reciver	DIR-657	DX Antenna
1	Master Control	Server	MA-600	Matco
1	Master Control	Source Synchronizing Generator	9505A	Grass Valley Group
2	Master Control	Speakers	PBM 5 II	Tannoy
1	Master Control	Switcher	GVG-0632	Grass Valley Group
9	Master Control	Synchronizer	VDP-8410	Videotek
1	Master Control	TBC	AP41	Hottronics
1	Master Control	TBC Frame Sync		Novation
2	Master Control	TBC Remote		Varivue
1	Master Control	Time Code Reader	ARV-8	FM Systems
1	Master Control	Two Channel Main Station	MS-222	Clear Com
1	Master Control	Vada	VM-10AR11	Kramer
1	Master Control	Vector Scope	5850	Leader
1	Master Control	Vector Wave	1780R	Tektronix
1	Master Control	VG		Horita
1	Master Control	Video Cassette Recorder	BVW75	Sony

Schedule IV-8

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>RS</u>	<u>Brand</u> General Instrument
1	Master Control	Video Cipher II			
1	Master Control	VTR	PVW2800		Sony
2	Master Control	VTR	AJ-D95DC	DVC PRO 50	Panasonic
2	Master Control	VTR	PVW-2800		Sony
1	Master Control	VTR	KR 7496V	24HR	Ultrak
8	Master Control	VTR Interface	M-1075		Matco
2	Master Control	Waveform	5860	Waveform	Leader
2	Master Control	Waveform Scope	LBO-5860A		Leader
1	Production Control Rm	13" Color Consumer TV			
1	Production Control Rm	13" Sharp Color Consumer TV			Sharp
1	Production Control Rm	14" Color Engineer Monitor	14G5U		Sony
1	Production Control Rm	14" Color Monitor	PVM14M4U		Sony
1	Production Control Rm	14" Color Monitor	BMH1310		JVC
2	Production Control Rm	16" Color Monitor	1650		JVC
1	Production Control Rm	Audio AMP	D75A		Crown
1	Production Control Rm	Audio Mixer	1202		Mackie
1	Production Control Rm	Audio Speakers			JBL
1	Production Control Rm	Audio/Video DA	VM10ARN		Kramer
4	Production Control Rm	Cameras, Cam Control Unit, Remote Control	Z2000		Hitachi
1	Production Control Rm	Color LCD 3" Monitor-6pack	1610		Datachek
1	Production Control Rm	Dell PC with Matrox Video Card Set Digisuite and Inscriber			Dell
12	Production Control Rm	Dual 9" B&W Monitor	990		Panasonic
2	Production Control Rm	Dual 9" B&W Monitor	5370		Panasonic
7	Production Control Rm	Dual 9" B&W Monitor	TR930		Panasonic
6	Production Control Rm	Dual 9" B&W Monitor	901B		Pro Video
1	Production Control Rm	ESE Countdown Clock System w/Local LED Display and Studio Display			
2	Production Control Rm	Frame Synchronizer	VDP8410	Frame Sync	Videotek
1	Production Control Rm	Frame Synchronizer			JVC
1	Production Control Rm	Intercom Station	RM220		Clear Com
4	Production Control Rm	Line Matching Buffer	RTS444		RTS

Schedule IV-9



<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
1	Production Control Rm	PC Tower with Pinnacle Accadin Studio Pak		Generic
1	Production Control Rm	Pinnacle Alladin Studio Pack DVE/SS with Teleprompter Software	Presario	Compaq
1	Production Control Rm	Production DVE GVG 2 Channel Console and Main Frame	DPM 700	
1	Production Control Rm	Production Switcher Console and Main Frame	3000	Grassvalley
1	Production Control Rm	Signal Detection Switcher	VM24N	Kramer
2	Production Control Rm	Ten by one Switcher	GVG10X	GVG
1	Production Control Rm	Time Code Generator with M7D100 Display	TRG50	Horita
12	Production Control Rm	Tripple 5" Black and White Pix Monitor	WV5200B	Panasonic
2	Production Control Rm	Tripple Color LCD 5" Monitor	VR53P	Marshall
1	Production Control Rm	VHF Wireless Intercom Base Station	BTR200	Teler
4	Production Control Rm	VHF Wireless Intercom Belt Pack	TR200	Teler
7	Production Control Rm	VHS Dubing VTR	H538	Sanyo
4	Production Control Rm	Video distribution Amplifiers Tray w/ 8 DA's		GVG
2	Production Control Rm	Video Patch Panel-48 point		ADC
1	Production Control Rm	Video Router 8x2	LNS 8	Pesa
1	Production Control Rm	Video Router 8x8	Ocelot	Pesa
1	Production Control Rm	Video Tape Machine	PD950	Panasonic
4	Production Control Rm	Video Tape Machine	D95	Panasonic
1	Production Control Rm	VTR	PVW2800	Sony
1	Production Control Rm	VTR	UVW1800	Sony
1	Production Control Rm	VTR	3911U	Sony
1	Production Control Rm	VTR Remote Control Panel	JVC SVHS	Panasonic/Vuotech
1	Production Control Rm	VTR Remote Control Panel	TBC's 2 VTR	Sony
1	Production Control Rm	Waveform Monitor	5872A	Waveform
1	Production Control Rm	Waveform Monitor	5870	Waveform
4	Remote Equipment	Battery	Trim Pack Dig 14	Anton Bauer
8	Remote Equipment	Battery	Propac Dig 14	Anton Bauer
8	Remote Equipment	Battery	NP1	Anton Bauer
1	Remote Equipment	Battery Charger	2700	Anton Bauer
1	Remote Equipment	Battery Charger	Life Saver Gast Chg	Anton Bauer

Schedule IV-10

LAI:1003485.17

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
1	Remote Equipment	Battery Charger	Life Saver MP8 Probe	Anton Bauer
1	Remote Equipment	Battery Charger	LSNP Fast Charge	Anton Bauer
1	Remote Equipment	Battery Charger	ID 400	ID
2	Remote Equipment	Battery Discharger	ADM	Anton Bauer
1	Remote Equipment	Beta Recorder (Cam and VCR)	PVV3	Sony
1	Remote Equipment	Boom Mic Shotgun	KMR81	Neuman
1	Remote Equipment	Boom Pole	VDB	Prof Sound Corp
1	Remote Equipment	Camcorder DVCAM	DSR300	Sony
1	Remote Equipment	Camera - DV	XL1	Canon
1	Remote Equipment	Docking Camcorder - Combination	CAM=DXC637	Sony
1	Remote Equipment	Earbuds	Earbuds	Sony
1	Remote Equipment	Field Monitor (color battery op/ac)	8020	Sony
1	Remote Equipment	Handheld Mic	Beta 58	Sure
1	Remote Equipment	Headphones	MDR7506	Sony
1	Remote Equipment	Lapel Micro	MKE104	Sennheiser
1	Remote Equipment	Mic Power Supply		
1	Remote Equipment	Phantom Power Supply	48 Phantom	Prof. Sound Corp
1	Remote Equipment	Pop Screen		Rycote 14
1	Remote Equipment	Pop Screen		Windjammer
1	Remote Equipment	Tripods with heads	Vision 11	Vinten
2	Remote Equipment	Wireless microphone	VCR201	Electronics
2	Remote Equipment	Wireless microphone	UM200C	Electronics
1	Remote Equipment	Wireless microphone	VCR190	Electronics
1	Remote Equipment	Wireless microphone	UM190	Electronics
1	Studio	12' Rolling ladder		
20	Studio	2K scoops		
82	Studio	4 ellipsoidals		ETC Source
172	Studio	6 " various size lamps @ 500W, 750W, and 1000W		Strand Fresnels
38	Studio	8 " various size lamps @ 1000W and 2000W		Strand Fresnels
1	Studio	AVAB 12 dimmer (2.4K) capacity rack		
1	Studio	AVAB M155 Lighint controller		

Schedule IV-11

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
415	Studio	Lighting Drops		
4	Studio	Trinitron Wega 20	KV20FS12	Sony
2	Studio	Video Teleprompter	VM-1501B	Listec
3	Studio	Vinton Osprey Pedestals	Osprey	Vinton
2	Studio	Vinton Vision Fluid Head	250	Vinton
1	Studio	Vinton Vision Fluid Head	100	Vinton
1	Studio Roof	(Dual) Antenna Cut 29 Antenna		Sitco
1	Studio Roof	(Single) Antenna Cut 29 Antenna		Sitco
1	Studio Roof	1.8M KU-Band Return Disk (Boston)		Prodelin / Channel Master
1	Studio Roof	10' STL/SUL/TSL Microwave Disk		Andrew
1	Studio Roof	12' C-Band Return Satellite Dish		
2	Studio Roof	16' Met 7 & Net 2 Satellite Dish		Paracclipse
1	Studio Roof	18" Directv Dish		RCA
1	Studio Roof	18" Dish Network DBS Dish		Dish Network/Echoslar
1	Studio Roof	24"x36" Direcway PC Dish		Direcway/Direlpc
1	Studio Roof	3' Dish Network DBS Dish		Dish Network/Echostar
1	Studio Roof	UHF-VHF Off Air Antenna		Radio Shack
1	KMPX-DT	RFS Cable Wave dehydrator/air pump		
3	KMPX-DT	Barstools		
1	KMPX-DT	12' Ladder		
1	KMPX-DT	13" Color TV		RCA
1	KMPX-DT	MDTV Tuner	SIR-T151	Samsung
1	KMPX-DT	UHF receive antenna and mount		
1	KMPX-DT	Channel 29 Notch Filter		
1	KMPX-DT	6' X 1' 1/2 Shelve Units		
1	KMPX-DT	Vac Cleaner	WD06250	Ridgid
1	KMPX-DT	7' Equipment Rack		
1	KMPX-DT	1,400' of 6 1/8" Transmission Line	EIA	SWR
1	KMPX-DT	Power Command and Transfer Switch	OTPCD-5601833	
1	KMPX-DT	7-5 Ton A/C Unit		
1	KMPX-DT	5KW DTV Diacode Transmitter	DT840A	Axcera

Schedule IV-12

<u>Qty</u>	<u>Department</u>	<u>Description</u>	<u>Model Number</u>	<u>Brand</u>
1	KMPX-DT	RF System		Axcera
1	KMPX-DT	Modulator		Axcera
1	KMPX-DT	Mask Filter		Axcera
1	KMPX-DT	Driver		Axcera
		28 Bay Broadcast Antenna: Ch. 29 analog & Ch. 30 digital		
1	KMPX-DT			SWR
1	KMPX-DT	Digital Encoder	MV-10	Divicom
1	KMPX-DT	Digital Decoder	6120	Tandberg

Schedule IV-13

**SCHEDULE V**

**Insurance Coverage Maintained  
by Seller on the Purchased Assets  
(Attached)**

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
12/20/2002

PRODUCER (817)268-1680 FAX (817)268-3108  
 Texas Insurance Group, Inc.  
 428 Harwood Rd.  
 Bedford, TX 76021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURED Word of God Fellowship Inc  
 DBA: Daystar Television Network  
 4201 Pool Rd  
 Colleyville, Tx 76034

INSURER A: St Paul Ins Co  
 INSURER B: Texas Mutual Insurance Company  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CK09104312	09/03/2002	09/03/2003	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	CK09104312-1	09/03/2002	09/03/2003	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	CKL9104312	09/03/2002	09/03/2003	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$ 5,000,000
	RETENTION \$					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	TSF1062113	09/01/2002	09/01/2003	WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

WORD OF GOOD FELLOWSHIP, INC  
 DBA DAYSTAR TELEVISION NETWORK  
 P O BOX 612066  
 DALLAS, TX 75261-2066

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 010 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97) FAX: (817)571-7458

GACORD CORPORATION 1988

**ACORD**

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

DATE (MM/DD/YY)  
12/20/2002

PRODUCER PHONE (817)268-1680  
(LIC. NO. EXD.)

Texas Insurance Group, Inc.  
428 Harwood Rd.  
Bedford, TX 76021

COMPANY  
Burns & Wilcox Ltd  
1250 E COPELAND  
STE 900  
ARLINGTON, TX 76011

CODE: 42020

SUB CODE:

AGENCY  
CUSTOMER ID #: 00005724

INSURED

Word of God Fellowship Inc  
DBA: Daystar Television Network  
P O Box 612066  
Dallas, TX 75261

LOAN NUMBER

POLICY NUMBER

TIM913632307

EFFECTIVE DATE  
09/03/2002

EXPIRATION DATE  
09/03/2003

CONTINUED UNTIL  
TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

**LOCATION/DESCRIPTION**

- 1 WYNDMOOR, PA, TOWER
- 2 WYNDMOOR, PA, BUILDING
- 3 PAXTON, MA, TOWER
- 4 DALLAS, TX, TOWER
- 5 COLLEYVILLE, TX, BUILDING

**COVERAGE/PERILS/FORMS**

	COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Scheduled Property		
2	Scheduled Property	148,000	
3	Scheduled Property		
4	Scheduled Property	785,000	
5	Scheduled Property	1,200,000	
6	Scheduled Property	1,500,000	
7	Scheduled Property	575,000	
8	Scheduled Property	75,000	
9	Scheduled Property	35,000	
10	Scheduled Property	885,000	
11	Scheduled Property	150,000	
12	Scheduled Property	700,000	
13	Scheduled Property	85,000	
		175,000	

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 010 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

**NAME AND ADDRESS**

DAYSTAR TELEVISION NETWORK  
P O BOX 612066  
DALLAS, TX 75261-7458

MORTGAGEE  
LOSS PAYEE

ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

Word of God Fellowship Inc  
Evidence of Property Insurance Supplemental Schedules  
Texas Insurance Group, Inc.

12/20/2002

Additional Interest

DAYSTAR TELEVISION NETWORK

Property Information

No.	Description
6	ATLANTA, GA, TOWER
7	MARIETTA, GA, BUILDING
8	GAINSVILLE, GA, TOWER
9	LIVERPOOL, TX, TOWER
10	HOUSTON, TX, BUILDING
11	SEATTLE, WA, TOWER
12	KENT, WA, BUILDING
13	PHOENIX, AZ, TOWER
14	PHOENIX, AZ, BUILDING
15	JEFFERSON CTY, CO, TOWER
16	ARVADA, CO, BUILDING
17	MODESTO, CA, TOWER
18	SACRAMENTO, CA, TOWER
19	STOCKTON, CA, TOWER
20	RALEIGH, NC, TOWER
21	APEX, NC, BUILDING
22	NASHVILLE, TN, TOWER
23	ELMEDORF, TX, TOWER
24	MEMPHIS, TN, TOWER
25	BUFFALO, NY, TOWER
26	LITTLE ROCK, AR, TOWER
27	LITTLE ROCK, AR, BUILDING
28	PALEHA, OAHU, HI, TOWER
29	HONOLULU, HI, BUILDING
30	WEST BIBB CTY, GA, TOWER
31	OKLAHOMA CITY, OK, TOWER
32	TAMPA, FL, TOWER

Coverage Information

No.	Coverage/Perils/Forms	Amt of Ins	Ded
14	Scheduled Property	40,000	
15	Scheduled Property	375,000	
16	Scheduled Property	200,000	
17	Scheduled Property	75,000	
18	Scheduled Property	75,000	
19	Scheduled Property	75,000	
20	Scheduled Property	100,000	
21	Scheduled Property	100,000	
22	Scheduled Property	10,000	
23	Scheduled Property	120,000	
24	Scheduled Property	80,000	
25	Scheduled Property	65,000	
26	Scheduled Property	300,000	
27	Scheduled Property		
28	Scheduled Property	215,000	
29	Scheduled Property	65,000	
30	Scheduled Property	120,000	
31	Scheduled Property	250,000	



Word of God Fellowship Inc  
Evidence of Property Insurance Supplemental Schedules  
Texas Insurance Group, Inc.

12/20/200

Additional Interest

DAYSTAR TELEVISION NETWORK

Coverage Information

(Continued)

No.	Coverage/Perils/Forms	Amt of Ins	Dec
32	Scheduled Property	185,000	

**ACORD**DATE (MM/DD/YY)  
12/20/2002

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER Texas Insurance Group, Inc. 428 Harwood Rd. Bedford, TX 76021		PHONE (INC. No. EXR) (817)268-1680		COMPANY St Paul Ins Co 225 E John Carpenter Fwy Ste 1100 Irving, TX 75062-2782	
CODE AGENCY CUSTOMER ID #	00005724	SUB CODE			
INSURED Word of God Fellowship Inc DBA: Daystar Television Network P O Box 612066 Dallas, TX 75261		LOAN NUMBER	POLICY NUMBER CK09104312		
		EFFECTIVE DATE 09/03/2002	EXPIRATION DATE 09/03/2003	CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

LOCATION/DESCRIPTION  
 1 Loc 00001 4201 POOL RD COLLEYVILLE, TX 76034  
 2 Loc 00002 12006 W 64TH AVENUE ARVADA, CO 80004  
 3 Loc 00003 1050 GEMINI ST HOUSTON, TX 77058  
 4 Loc 00004 3721 STATE HWY 121 BEDFORD, TX 76021  
 5 Loc 00030 Bldg 00001 1803 TARRANT LANE, #140 COLLEYVILLE, TX 76034

COVERAGE/PERILS/FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE
1	Building, RC, Special (Including theft) - Detail	2,000,000	5000
1	Business Personal Property, RC, Special (Including theft) - Detail	750,000	5000
2	Building, RC, Special (Including theft) - Detail	560,000	5000
2	Business Personal Property, RC, Special (Including theft) - Detail	100,000	5000
3	Building, RC, Special (Including theft) - Detail	1,000,000	5000
3	Business Personal Property, RC, Special (Including theft) - Detail	200,000	5000
4	Building, RC, Special (Including theft) - Detail	4,200,000	5000
4	Business Personal Property, RC, Special (Including theft) - Detail	750,000	5000
5	Business Personal Property, , Special (Including theft) - Detail	60,000	5000
6	Business Personal Property, , Special (Including theft) - Detail	40,000	5000

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW \_\_\_\_\_ DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

NAME AND ADDRESS DAYSTAR TELEVISION NETWORK		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
		LOAN #	
		AUTHORIZED REPRESENTATIVE	

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Word of God Fellowship Inc  
 Evidence of Property Insurance Supplemental Schedules  
 Texas Insurance Group, Inc. 12/20/200

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**Additional Interest**

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DAYSTAR TELEVISION NETWORK

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**Property Information**

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No.	Description
6	Loc 00031 Bldg 00001 1803 TARRANT LANE, NO 150 COLLEYVILLE, TX 76034

**SCHEDULE VI**  
**List of Certain Cable Systems**  
**(Must Carry Rules)**

**Part (1)**

1. Paragon Cable in Commerce, Texas and Palestine, Texas has received market modifications to exclude KMPX from carriage.
2. Greenville Cablevision in Greenville, Texas has received market modifications to exclude KMPX from carriage.

**Part (2)**

None.

**Part (3)**

1. Paragon Cable in Commerce, Texas and Palestine, Texas has notified KMPX it is denying carriage.
2. Greenville Cablevision in Greenville, Texas has notified KMPX it is denying carriage.

**Part (4)**

None.

**Part (5)**

1. Paragon Cable in Commerce, Texas and Palestine, Texas has received market modifications to exclude KMPX from carriage.
2. Greenville Cablevision in Greenville, Texas has received market modifications to exclude KMPX from carriage.

**SCHEDULE VII**

**Prepaid Expenses**

**None.**

**EXHIBIT A**

**Form of Warranty Deed**

## **SPECIAL WARRANTY DEED**

**Grantor:** Word of God Fellowship, Inc., a Georgia corporation

**Grantor's Mailing Address (including county):** 4201 Pool Road  
Colleyville, Texas 76034  
Tarrant County

**Grantee:** Liberman Television of Dallas, Inc., a California corporation

**Grantee's Mailing Address (including county):** 1845 Empire Avenue  
Burbank, California 91504  
Los Angeles County

**Consideration:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including all improvements located on the property, and all rights title and interest in and to any and all minerals located on or under the property):

That certain property located in Tarrant County, Texas, which is more fully described in Exhibit A which is attached to and made part of this Deed.

**Exceptions to Conveyance and Warranty:**

All currently valid and existing exceptions, reservations, easements, covenants, and/or conditions contained in the instruments which are listed on Exhibit B which is attached to and made part of this Deed; and taxes for 2003, which Grantee assumes and agrees to pay for all periods from and after the effective date of conveyance.

Grantor, for the consideration and subject to the exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under the Grantor but not otherwise, except as to the exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

**[SIGNATURES ON NEXT PAGE]**

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**GRANTOR:**

**WORD OF GOD FELLOWSHIP, INC.,**  
a Georgia corporation

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

**[NOTARY ACKNOWLEDGEMENTS ON PAGE N-1]**

**AFTER RECORDING, RETURN TO:**

Piper Rudnick LLP  
1999 Avenue of the Stars, 4<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attn: Pamela L. Westhoff, Esq.



BEGINNING at a 1/2 inch iron rod found at the Southwest corner of said Lot 2, lying in the East right-of-way line of Pool Road (a 70 foot width right-of-way at this point);

THENCE along the West boundary line of said Lot 2, with the said East right-of-way line of Pool Road as follows:

North 00 degrees 01 minutes 52 seconds East, 383.91 feet to a 1/2 inch iron rod found;

North 03 degrees 08 minutes 32 seconds East, 200.27 feet to a 1/2 inch iron rod found;

North 00 degrees 08 minutes 30 seconds East, 16.08 feet to a 1/2 inch iron rod found at the Northwest corner of said Lot 2, being the Southwest corner of Lot 1, said Block 1, Jemtex Addition;

THENCE South 89 degrees 51 minutes 30 seconds East, 264.50 feet to a 1/2 inch iron rod set at the Northeast corner of said Lot 2, being the Southeast corner of said Lot 1, and lying in the West boundary line of Block 1, Countryside Estates, an Addition to the City of Grapevine, Tarrant County, Texas, according to the Plat recorded in Volume 388-152, Page 45 of the Plat Records of Tarrant County, Texas;

THENCE South 00 degrees 08 minutes 30 seconds West, 599.48 feet along the East boundary line of said Lot 2, with the said West boundary line of Block 1, Countryside Estates to a 1/2 inch iron rod set at the Southeast corner of said Lot 2;

THENCE North 89 degrees 57 minutes 51 seconds West, 274.24 feet along the South boundary line of said Lot 2, to the Place of Beginning, containing 3.755 acres (163,558 square feet) of land, more or less.

**EXHIBIT B**

[EXCEPTIONS APPROVED BY BUYER TO BE LISTED HERE]

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2003,  
by \_\_\_\_\_, the \_\_\_\_\_ of Word of God Fellowship, Inc., a  
Georgia corporation, on behalf of said corporation.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT B

### Legal Opinion of Seller's Counsel

[Closing Date]

LBI Media, Inc.  
Liberman Television of Dallas, Inc.  
Liberman Television of Dallas License Corp.  
1845 Empire Avenue  
Burbank, California 91504

[Buyer's various lenders]

Re: Sale of Certain Assets of Word of God Fellowship, Inc.

Ladies and Gentlemen:

We have acted as counsel to Word of God Fellowship, Inc., a Georgia non-profit corporation ("**Fellowship**" or "**Seller**"), in connection with the sale by Seller and the purchase by Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**," and together with LBI, the "**Buyers**" and each individually a "**Buyer**") of certain assets which are used or held for use in connection with the operation of television station KMPX (Channel 29, Decatur-Dallas, Texas) and television station KMPX-DT (Channel 30, Decatur-Dallas, Texas) and related assets, license, permits and authorizations issued by the Federal Communications Commission and certain other assets pursuant to the Asset Purchase Agreement dated as of July 14, 2003 (the "**Asset Purchase Agreement**"), by and among the Buyers, LBI Media, Inc., a California corporation ("**LBI Media**") and Seller. We have also reviewed, among other things, (i) the Corporate Custodial Agreement Relating to Earnest Money dated \_\_\_\_\_, 2003 executed by [\_\_\_\_\_] as escrow agent, LBI Media and Fellowship (the "**Escrow Agreement**"), (ii) one or more bills of sale conveying to one or both Buyers all of the Tangible Personal Property and Intellectual Property, (iii) one or more assignments assigning to one or both Buyers the FCC Licenses and each of the Assumed Contracts and Required Consents and (iv) [list other agreements and documents] (the agreements and documents contained in clauses (i) through (iv) above, together with the Asset Purchase Agreement, are collectively referred to herein as the "**Agreements**"). We are providing this opinion to you at the request of the Seller pursuant to Section 9.1.9 of the Asset Purchase Agreement. All capitalized terms used in this opinion and not defined herein will have the meanings given in the Asset Purchase Agreement.

In our capacity as such counsel, we have examined originals or copies of those corporate and other records and documents we considered appropriate.

As to relevant factual matters, we have relied upon, among other things, the Seller's factual representations in the Certificate of Seller, dated \_\_\_\_\_, 2003 (the

"Certificate of Seller"), a copy of which is attached hereto as Exhibit A. In addition, we have obtained and relied upon those certificates of public officials we considered appropriate.

We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with originals of all documents submitted to us as copies. With respect to each natural person who is a party to the transaction, we have assumed such person has sufficient legal capacity to carry out his or her obligations under the Agreements to which any such person is a party. To the extent the Seller's obligations under the Agreements to which Seller is a party depend on the due authorization, execution and delivery of the Agreements by the other parties to the Agreements (other than Seller), we have assumed that the Agreements have been so authorized, executed and delivered.

On the basis of such examination, our reliance upon the assumptions in this opinion and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

- (a) Seller is a non-profit corporation validly existing under the laws of the State of Georgia with the corporate power to own its properties and assets and to conduct any activity that a corporation organized under the Georgia General Corporation Law may conduct.
- (b) Seller has corporate power to enter into and to perform its obligations under the Agreements to which Seller is a party.
- (c) The execution, delivery and performance by Seller of the Agreements to which Seller is a party have been duly authorized by all necessary corporate action on the part of Seller, and the Agreements to which Seller is a party have been duly executed and delivered by Seller.
- (d) The Agreements to which Seller is a party constitute the legally valid and binding obligations of Seller, as applicable, enforceable against Seller, in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.
- (e) Seller's execution and delivery of, and performance of its or his obligations under, the Agreements to which Seller is a party, do not and will not (i) violate Seller's organizational documents and operating agreements, (ii) violate, breach, or result in a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of Seller, under any existing obligation of or restriction on Seller under any agreement to which it is a party identified in the Certificate of Seller as being a material agreement of Seller, or (iii) breach or otherwise violate any existing obligation of or restriction on Seller under any order, judgment or decree of any Georgia, Texas or federal court or Governmental Authority binding on Seller identified in the Certificate of Seller.
- (f) The execution and delivery by Seller, and performance of its obligations under, the Agreements to which Seller is a party do not violate any Georgia, Texas or federal

statute or regulation that we have, in the exercise of customary professional diligence, recognized as applicable to Seller or to transactions of the type contemplated by the Agreements.

(g) Except as set forth on Schedule \_\_ hereto, no order, consent, permit or approval of any Georgia, Texas or federal government authority that we have, in the exercise of customary professional diligence, recognized as applicable to Seller or to transactions of the type contemplated by the Agreements to which Seller is a party is required on the part of Seller or for the execution and delivery of, and performance of its obligations under, the Agreements to which Seller is a party.

(h) Except for the matters described in Schedule \_\_ to the Asset Purchase Agreement, we have not given substantive attention on behalf of Seller or represented the Seller in connection with any action, suit or proceeding pending or threatened against Seller before any court, arbitrator or governmental agency.

[Qualifications to be provided by Counsel to Seller]

The law covered by this opinion is limited to the present federal law of the United States and the present law of the State of Georgia. We express no opinion as to the laws of any other jurisdiction and no opinion regarding the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction. Insofar as the opinions rendered herein relate to documents governed by the law of the State of New York, we have advised you that we are members of the bar of the state of Georgia and are not familiar with the laws of the State of New York and render no opinion about them. For the purposes of these opinions, we have assumed, with your consent, that the laws of the State of New York are identical in all respects to the laws of the State of Georgia.

Our use of the terms "known to us," "to our knowledge," or similar phrase to qualify a statement in this opinion means that those attorneys in this firm who have given substantive attention to the representation described in the introductory paragraph of this opinion do not have current actual knowledge that the statement is inaccurate. Such terms do not include any knowledge of other attorneys within our firm (regardless of whether they have represented or are representing Seller in connection with any other matter) or any constructive or imputed notice of any matters or items of information. We have not undertaken any independent investigation to determine the accuracy of the statement, and any limited inquiry undertaken by us during the preparation of this opinion should not be regarded as such an investigation. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of Seller in connection with this opinion or in other matters.

This opinion is furnished by us as counsel for Seller and may be relied upon by you only in connection with the Agreements. With the specific exception of [INSERT NAME OF AGENT] for itself and as Administrative Agent for the Lenders, and the Lenders and other Agents (and their respective actual participants, assignees and successors) from time to time party to the [INSERT DESCRIPTION OF APPLICABLE FINANCING DOCUMENT(S) AND INSERT APPLICABLE DESCRIPTION OF PARTIES THERETO] and [DESCRIPTION OF OTHER LENDERS], which lenders may rely on this opinion as if it were addressed and had been delivered to such lenders on the date of this opinion, this opinion may not be used or relied

upon by you for any other purpose, or disclosed or delivered to any other person, without in each instance our prior written consent.

Respectfully submitted,

Exhibit B-4

## EXHIBIT C

### Legal Opinion of Seller's FCC Counsel

[Closing Date]

LBI Media, Inc.  
Liberman Television of Dallas, Inc.  
Liberman Television of Dallas License Corp.  
1845 Empire Avenue  
Burbank, California 91504

[Buyer's various lenders]

Re: Assignment of Authorizations of KMPX, Decatur-Dallas, Texas

Gentlemen:

We have acted as special communications counsel to Word of God Fellowship, Inc, a [ ] corporation ("**Fellowship**" or "**Seller**"), a Georgia non-profit corporation, in connection with the sale by Seller and the purchase by Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**," and together with LBI, the "**Buyers**" and each individually a "**Buyer**") of certain assets which are used or held for use in connection with the operation of television station KMPX (Channel 29, Decatur-Dallas, Texas) and television station KMPX-DT (Channel 30, Decatur-Dallas, Texas) and related assets, license, permits and authorizations issued by the Federal Communications Commission and certain other assets pursuant to the Asset Purchase Agreement dated as of July 14, 2003 (the "**Asset Purchase Agreement**"), by and among the Buyers, LBI Media, Inc., a California corporation ("**LBI Media**") and Seller. We are providing this opinion to you at the request of the Seller pursuant to Section 9.1.9 of the Asset Purchase Agreement. All capitalized terms used in this opinion and not defined herein will have the meanings given in the Asset Purchase Agreement.

We have not reviewed any agreement, contract or corporate document other than the Asset Purchase Agreement and Exhibits and Schedules thereto in connection with the opinions expressed herein. With respect to a review of certain publicly available records of the FCC, we have not made any independent investigation of Seller, its operations or business in connection with the opinions expressed herein. The opinions stated herein do not purport to cover matters that would require or involve an inspection of the Station or the work product, records or operations of the Station. We render no opinion with respect to whether a security interest may be held in any authorization issued by the FCC. We have not searched the docket files of any court.

This opinion is limited to and addresses only matters within the jurisdiction of the Federal Communications Commission ("**FCC**") under the Communications Act of 1934, as amended, and the rules, regulations and published orders of the FCC pertaining to the Station (all



hereinafter collectively referred to as the "**Communication Laws**"). We have assumed, and relied upon without any independent inquiry or verification by us, the accuracy and completeness of (i) representations and warranties of Seller as to factual matters in the Asset Purchase Agreement, Exhibits and Schedules thereto, and (ii) the accuracy and completeness of the FCC's publicly available records for the Station in the FCC's Washington, D.C. offices at the time of examination by us on \_\_\_\_\_, 2003 ("**Examination Date**"), and the absence of changes since the date of our examination.

Whenever an opinion herein with respect to the existence or absence of facts is indicated to be based on our knowledge, it is intended to signify that, during the course of our representation of Seller in connection herewith, no information has come to our attention of the attorneys in our firm who have devoted substantive legal attention to the representation of Seller that gives those attorneys actual knowledge of the existence or absence of such facts. Other than our above-described review of the records of the FCC, we have not undertaken any independent investigation to determine the existence or absence of such facts and no inference as to our knowledge of the existence or absence of such facts should be drawn from our serving as communications counsel to Seller.

Our opinion is limited strictly to the matters stated herein and no opinions may be inferred or are implied beyond the matters expressly stated herein. We have assumed no obligation to advise you beyond the opinion specifically expressed herein. The opinion set forth herein is as of the date hereof, and we have undertaken no obligation to advise you of any changes that may occur thereafter. With respect to any authorizations held by the Seller which may be auxiliary authorizations issued under Part 74 of the FCC's Rules and Regulations, we advise you that the FCC's records are inherently unreliable and the opinions set forth below exclude any such auxiliary authorizations; however, we have no knowledge that would preclude our giving such opinions with respect to the auxiliary licenses.

With respect to our opinion in paragraph 3, we advise you that in extraordinary circumstances, the FCC and the courts have held that petitions for review or reconsideration may be considered even if filed after the period prescribed by rule or statute for such submissions. Additionally, in previous cases where the FCC discovered procedural irregularities, it has reconsidered its prior action well after the standard time for such reconsideration had expired.

Based upon our examination of the foregoing disclosures, documents, records and matters of law and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion (or, where indicated, confirm) that:

1. Seller holds the FCC licenses, which have been granted to assigned to it by the FCC, listed on Attachment A hereto (the "FCC Licenses"). The FCC's records reflect that the license for KMPX-TV expires on \_\_\_\_\_. The FCC Licenses include all FCC licenses, permits and authorizations necessary for Seller to operate the Station. The FCC Licenses are in full force and effect.
2. Based upon a review of the public files of the FCC, appropriate files of this firm, and an inquiry of lawyers in this firm who have substantial responsibility for the Seller's legal matters handled by the firm, we

confirm that, except as disclosed on Attachment B: (a) there is no unsatisfied or adverse FCC order, decree, or ruling outstanding against Seller, the Station, or any of the FCC Licenses; and (b) there is no proceeding, complaint, or investigation against Seller or any of the FCC Licenses pending or threatened before the FCC except for proceedings affecting the television industry generally, to which Seller is not a specific party.

3. The FCC Form 732 evidencing its consent to the assignment of the licenses for KMPX(TV) from Word of God Fellowship, Inc. to Liberman Television of Dallas License Corp. was issued on \_\_\_\_\_. FCC Public Notice of such consent was issued on \_\_\_\_\_. The time within which any party in interest other than the FCC may seek administrative or judicial reconsideration or review expired on \_\_\_\_\_, and no petition for such reconsideration or review was timely filed with the FCC or with the appropriate court. The time within which the FCC may review the consent on its own motion expired on \_\_\_\_\_, and the FCC has not undertaken such review. No additional order or grant is required from the FCC in order to consummate the assignment of the FCC Licenses from Seller to the Buyers pursuant to the Asset Purchase Agreement.
4. To the best of our knowledge, Seller is in compliance with the Communications Laws with respect to the Station.

This opinion is furnished by us as special communications counsel for Seller and may be relied upon by you only in connection with the Agreements. With the specific exception of [INSERT NAME OF AGENT] for itself and as Administrative Agent for the Lenders, and the Lenders and other Agents (and their respective actual participants, assignees and successors) from time to time party to the [INSERT DESCRIPTION OF APPLICABLE FINANCING DOCUMENT(S) AND INSERT APPLICABLE DESCRIPTION OF PARTIES THERETO] and [DESCRIPTION OF OTHER LENDERS], which lenders may rely on this opinion as if it were addressed and had been delivered to such lenders on the date of this opinion, this opinion may not be used or relied upon by you for any other purpose, or disclosed or delivered to any other person, without in each instance our prior written consent.

Very truly yours,

**[SELLER'S FCC COUNSEL]**

By: \_\_\_\_\_

## EXHIBIT D

### Legal Opinion of LBI Entities Counsel

[Closing Date]

Word of God Fellowship, Inc.  
4201 Pool Road  
Colleyville, Texas 76031

[Buyer's various lenders]

Re: Purchase of Certain Assets of Word of God Fellowship, Inc.

Ladies and Gentlemen:

We have acted as counsel to LBI Media, Inc., a California corporation ("**LBI Media**"), Liberman Television of Dallas, Inc., a California corporation ("**LBI**") and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**", and together with LBI Media and LBI, the "**LBI Entities**" and each individually an "**LBI Entity**"), in connection with the acquisition by the LBI Entities of certain assets which are used or held for use in connection with the television station KMPX (Channel 29, Decatur-Dallas, Texas) and television station KMPX-DT (Channel 30, Decatur-Dallas, Texas) and related assets, license, permits and authorizations issued by the Federal Communications Commission to Word of God Fellowship, Inc, a Georgia non-profit corporation ("**Fellowship**" or "**Seller**") and certain other assets, pursuant to the Asset Purchase Agreement dated as of July 14, 2003 (the "**Asset Purchase Agreement**"), by and among the LBI Entities and the Seller. We have also reviewed, among other things, (i) the Corporate Custodial Agreement Relating to Earnest Money dated \_\_\_\_\_, 2003, by and among \_\_\_\_\_, as escrow agent, LBI Media and Fellowship (the "**Escrow Agreement**"), (ii) one or more bills of sale conveying to one or both Buyers all of the Tangible Personal Property and Intellectual Property, (iii) one or more assignments assigning to one or both Buyers the FCC Licenses and each of the Assumed Contracts and Required Consents, and (iv) [list other agreements and documents] (the agreements and documents contained in clauses (i) through (iv) above, together with the Asset Purchase Agreement, are collectively referred to herein as the "**Agreements**"). We are providing this opinion to you at the request of the LBI Entities pursuant to Section 9.2.2 of the Asset Purchase Agreement. All capitalized terms used in this opinion and not defined herein will have the meanings given in the Asset Purchase Agreement.

In our capacity as such counsel, we have examined originals or copies of those corporate and other records and documents we considered appropriate.

As to relevant factual matters, we have relied upon, among other things, the LBI Entities' factual representations in the Certificates of LBI Entity, dated \_\_\_\_\_, 2003 (the "**Certificates of LBI Entity**"), a copy of each of which is attached hereto as Exhibit A. In

addition, we have obtained and relied upon those certificates of public officials we considered appropriate.

We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with originals of all documents submitted to us as copies. With respect to each natural person who is a party to the transaction, we have assumed such person has sufficient legal capacity to carry out his or her obligations under the Agreements to which any such person is a party. To the extent the LBI Entities' obligations under the Agreements to which any LBI Entity is a party depend on the due authorization, execution and delivery of the Agreements by the other parties to the Agreements (other than any of the LBI Entities), we have assumed that the Agreements have been so authorized, executed and delivered.

On the basis of such examination, our reliance upon the assumptions in this opinion and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

(a) Each LBI Entity is a corporation validly existing under the laws of the State of California with the corporate power to own its properties and assets and to conduct any activity that a corporation organized under the California General Corporation Law may conduct (other than the banking, insurance or trust company business or the rendering of "professional services" as defined in Subdivision (a) of Section applicable 13401 of the California Corporations Code).

(b) Each LBI Entity has corporate power to enter into and to perform its obligations under the Agreements to which such LBI Entity is a party.

(c) The execution, delivery and performance by any LBI Entity of the Agreements to which such LBI Entity is a party have been duly authorized by all necessary corporate action on the part of such LBI Entity, and the Agreements to which such LBI Entity is a party have been duly executed and delivered by such LBI Entity.

(d) The Agreements to which any LBI Entity is a party, constitute the legally valid and binding obligations of such LBI Entity, enforceable against such LBI Entity in accordance with their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.

(e) The execution and delivery by any LBI Entity of, and performance of its obligations under, the Agreements to which such LBI Entity is a party, do not and will not (i) violate such LBI Entity's Articles of Incorporation or Bylaws, (ii) violate, breach, or result in a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of such LBI Entity under, any existing obligation of or restriction on such LBI Entity under any agreement to which it is a party identified in the applicable Certificate of LBI Entity as being a material agreement of such LBI Entity, or (iii) breach or otherwise violate any existing obligation of or restriction on such LBI Entity under any order, judgment or decree of

any California or federal court or Governmental Authority binding on such LBI Entity identified in the applicable Certificate of LBI Entity.

(f) The execution and delivery by any LBI Entity of, and performance of its obligations under, the Agreements to which such LBI Entity is a party do not violate any current California or federal statute or regulation that we have, in the exercise of customary professional diligence, recognized as applicable to such LBI Entity or to transactions of the type contemplated by the Agreements.

(g) Except as set forth on Schedule \_\_ hereto, no order, consent, permit or approval of any California or federal government authority that we have, in the exercise of customary professional diligence, recognized as applicable to any LBI Entity or to transactions of the type contemplated by the Agreements to which such LBI Entity is a party is required on the part of such LBI Entity for the execution and delivery of, and performance of its obligations under, the Agreements to which such LBI Entity is a party.

[Qualifications to come from Counsel to LBI Entities]

The law covered by this opinion is limited to the present federal law of the United States and the present law of the State of New York. We express no opinion as to the laws of any other jurisdiction and no opinion regarding the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction.

Our use of the terms "known to us," "to our knowledge," or similar phrase to qualify a statement in this opinion means that those attorneys in this firm who have given substantive attention to the representation described in the introductory paragraph of this opinion do not have current actual knowledge that the statement is inaccurate. Such terms do not include any knowledge of other attorneys within our firm (regardless of whether they have represented or are representing the LBI Entities in connection with any other matter) or any constructive or imputed notice of any matters or items of information. We have not undertaken any independent investigation to determine the accuracy of the statement, and any limited inquiry undertaken by us during the preparation of this opinion should not be regarded as such an investigation. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the LBI Entities in connection with this opinion or in other matters.

This opinion is furnished by us as counsel for the Buyer and may be relied upon by you only in connection with the Agreements. With the specific exception of [INSERT NAME OF AGENT] for itself and as Administrative Agent for the Lenders, and the Lenders and other Agents (and their respective actual participants, assignees and successors) from time to time party to the [INSERT DESCRIPTION OF APPLICABLE FINANCING DOCUMENT(S) AND INSERT APPLICABLE DESCRIPTION OF PARTIES THERETO] and [DESCRIPTION OF OTHER LENDERS], which lenders may rely on this opinion as if it were addressed and had been delivered to such lenders on the date of this opinion, this opinion may not be used or relied upon by you for any other purpose, or disclosed or delivered to any other person, without in each instance our prior written consent.

Respectfully submitted,

**EXHIBIT E**

**Form of Estoppel and Consent**

Exhibit E-1

## CONFIRMATION OF LEASE TERMS AND CONSENT

(Cedar Hill – KMPX-DT, Decatur-Dallas, Texas)

**THIS CONFIRMATION OF LEASE TERMS AND CONSENT** (this “Confirmation”) is delivered by **AMERICAN TOWER L.P.**, a Delaware limited partnership (“Lessor”) with respect to that certain Lease Agreement (the “Lease”) dated October \_\_, 2001 by and between Lessor and **WORD OF GOD FELLOWSHIP, INC.**, a Georgia corporation (“Lessee” or “Fellowship”). In connection with the sale of a television station KMPX (Channel 29, Decatur-Dallas, Texas) and station KMPX-DT (Channel 30, Decatur-Dallas, Texas) and assets related thereto, Lessee has agreed to assign all of its right, title and interest in, to and under the Lease to **LIBERMAN BROADCASTING OF DALLAS, INC.**, a California corporation (“Assignee”). In connection with such assignment, Lessor hereby confirms and certifies the following:

1. Lease Documents. Attached to this Confirmation as Attachment A is a true, correct and complete copy of the Lease, including all exhibits thereto. It has been determined that Exhibit B to the Lease (Sketch Showing Location of Lessee’s Equipment in Lessor’s Building) was not attached to the Lease. **[NEED EXHIBIT B]** Accordingly, Lessor and Lessee hereby confirm and agree that Attachment A to this Confirmation is a true, correct and complete copy of Exhibit B to the Lease. The Lease is in full force and effect and remains unamended. All capitalized terms used in this Confirmation and not defined shall have the meaning set forth in the Lease.

2. Premises. In accordance with the terms of the Lease, Lessee leases from Lessor certain Leased Premises more particularly detailed therein. It has been determined that a legal description was not attached to the Lease. Accordingly, Lessor and Lessee hereby confirm and agree that Attachment B to this Confirmation sets forth a legal description of the real property underlying the Antenna Site. **[NEED LEGAL DESCRIPTION]** The Lease provides Lessee with reasonable and non-exclusive access to the Leased Premises, Antenna Site and Building described in Section 2 of the Lease and Lessor confirms that there are no impediments or threatened impediments to free ingress and to the Leased Premises, Ground Space, Antenna Site and Building. Lessor further confirms that there are no Underlying Leases affecting the Antenna Site other than as specifically described in Attachment C. The Lease provides Lessee with access to the Tower with Lessor’s prior written consent, not to be unreasonably withheld.

3. Term. The term of the Lease is 15 years and commenced on [the earlier of the date which installation of Lessee’s Property commences but in no event later than *May 1, 2003*], and will expire on \_\_\_\_\_, 2018. **[NEED TO CONFIRM COMMENCEMENT DATE]** Lessor and Lessee hereby acknowledge that the initial term of the Lease shall automatically renew for two (2) additional periods of 5 years each, unless either party provides written notice to the other of its intent not to renew the term at least ninety (90) days prior to the end of the then-current term. Lessor confirms that it will not elect not to renew the Term of the Lease only if required by the terms of an Underlying Lease or as required to comply with applicable law. Lessor agrees to extend any Underlying Lease as necessary for the term of the Lease.



4. Rent. The current amount of monthly base rent is \$8,700.00. **[NEED TO CONFIRM THE BASE RENT]** The Base Rent increases each year by an amount equal to the greater of (a) 5% or (b) the increase in the CPI (versus initial lease year CPI). In addition to monthly base rent:

(a) Lessee pays for certain services directly (excluding electricity but including, without limitation, heating, internal light and power distribution, air conditioning and janitorial services) pursuant to Section 5 of the Lease, and has no additional payment obligation to Lessor for such services. In addition, Lessee pays for all electrical usage directly to the issuing utility, which charges are measured by submeters installed by Lessee. **[NEED TO CONFIRM LESSEE INSTALLED SUBMETERS AND CONFIRM SERVICES PAID FOR DIRECTLY BY LESSEE]**

(b) Lessee reimburses Lessor for Lessee's pro-rata share of Common Expenses incurred by Lessor in the installation, operation, maintenance and repair of the Antenna Site and the Tower. **[NEED TO CONFIRM WHAT THESE COSTS ARE ON A REGULAR BASIS]** The currently monthly amount is \$ \_\_\_\_\_.

Lessor acknowledges that Lessee is not obligated to pay Lessor for any other costs or expenses with respect to the Lessee's use of the Leased Premises.

5. No Defaults/Claims; Property Condition. Lessee's rent and other payment obligations under the Lease are current as of the date hereof. As of the date hereof, no breach or default by Lessor or Lessee exists under the Lease, and no event has occurred or condition exists which, with notice or the passage of time or both, would constitute a breach or default under the Lease. To the best knowledge of Lessor, no condemnation, litigation or other proceedings or events which may have an effect on Lessee's ability to use and operate the leased premises for the purposes contemplated under the Lease are currently pending or threatened, and there are no impediments or threatened impediments to free ingress and egress to the Premises. Further, Lessor has no knowledge of the existence of any violations of laws, rules or regulations existing at or with respect to the Premises, including, without limitation, any violation of laws governing substances classified as "hazardous" or "toxic" under the terms of applicable law.

6. Acknowledgment of Assignment. All rights and obligations of "Lessee" under the Lease are currently held by Fellowship and Fellowship has the right to assign the rights and obligations of Lessee under the Lease to Assignee without the consent of Lessor being required, as set forth in Section 14 of the Lease. Lessor has received notice along with all necessary documents, and has approved of Assignee.

7. Memorandum of Lease. Lessor confirms that Assignee may record a Memorandum of Lease, in the form of Attachment D attached hereto, and Lessor agrees to execute and deliver such agreement to Assignee for recordation concurrently with the execution of this Confirmation.

8. Lessee's Property. Lessor acknowledges that Lessee's Property owned by Lessee or installed by Lessee at its expense in the Leased Premises shall be and remain the property of Lessee and may be removed by Lessee at the expiration of the Term. Lessor acknowledges that

Lessor has no rights, title or interest in Lessee's Property, except as specifically set forth in the Lease.

9. Financing. Lessor acknowledges and hereby agrees that Assignee is entitled to encumber its interest under the Lease and Lessor agrees to provide Assignee's lender with notices of default under the Lease, at the addressees set forth in Section 10 below, or such other addresses as may be provided to Lessor in writing from time to time. In addition, Lessor agrees to execute such other documents as may be reasonably requested by Assignor's lender from time to time, including, without limitation, the form of Landlord Waiver and Consent attached hereto as Attachment E.

10. Notices. Lessor acknowledges and agrees that the current addresses for notices are as set forth below, which notices shall be sent in accordance with Section 19.07 of the Lease. It is further acknowledged that Fleet National Bank, as Agent ("**Agent**") for the benefit of various lenders ("**Lenders**"), is currently a lender to Assignee. Lessor hereby agrees to deliver to Agent for the benefit of Lenders written notice of default by Lessee. Notices to lender shall initially be sent to Agent at the address set forth below (with a copy to Agent's attorneys at the address set forth below), it being acknowledged and agreed that Agent and any other Lender may from time to time change the address for notice by written notice to Lessor. Any written notices of default by Assignee shall be delivered to Agent and its attorneys at the addresses set forth below by registered or certified mail, return receipt requested, or by private overnight courier service.

To Assignee: Liberman Broadcasting of Dallas, Inc.  
1845 Empire Avenue  
Burbank, California 91504  
Attn: Lenard Liberman

with a copy to: Piper Rudnick LLP  
1999 Avenue of the Stars  
Los Angeles, California 90067  
Attn: Pamela L. Westhoff

To Lessor: American Tower Corporation  
Southwest Regional Office  
3411 Richmond Avenue, Suite 400  
Dallas, Texas 77046  
Attention: Lease Administration

To Agent: Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110  
Attn: Stephen J. Healey, Managing Director

with a copy to:

Palmer & Dodge LLP  
111 Huntington Avenue at Prudential Center  
Boston, MA 02100-1613  
Attn: George Ticknor, Esq.

11. Binding. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of Lessor, Assignee, Agent and Lenders, and the successors and assigns of each of the foregoing. All exhibits attached hereto are hereby made a part hereof by this reference and shall be binding upon the Lessor and Lessee.

12. Counterparts. This Confirmation may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**THIS CONFIRMATION** is duly executed and delivered by Lessor and consented to and confirmed by Lessee as of the date set forth below.

**LESSOR:**

**AMERICAN TOWER, L.P.,**  
a Delaware limited partnership

By: **ATC GP, INC.,**  
a Delaware corporation  
its sole general partner

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

Date: \_\_\_\_\_, 2003

**CONFIRMED AND AGREED:**

**LESSEE:**

**WORD OF GOD FELLOWSHIP, INC.,**  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2003

**ATTACHMENT A**  
**LEASE DOCUMENTS**

A-1

**ATTACHMENT B**  
**LEGAL DESCRIPTION OF THE ANTENNA SITE**

B-1

**ATTACHMENT C**  
**DESCRIPTION OF UNDERLYING LEASES**

C-1

ATTACHMENT D

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Piper Rudnick LLP  
1999 Avenue of the Stars, Fourth Floor  
Los Angeles, California 90067  
Attention: Pamela L. Westhoff, Esq.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of \_\_\_\_\_, 2003, by and between AMERICAN TOWER L.P., a Delaware limited partnership ("Lessor") and LIBERMAN BROADCASTING OF DALLAS, INC., a California corporation ("Lessee").

RECITALS

- A. Lessor is the owner of that certain real property located in Dallas, Texas as more particularly described on Exhibit A attached hereto (the "Property").
- B. Lessor and Lessee are parties to that certain unrecorded Lease Agreement dated as of \_\_\_\_\_ (the "Unrecorded Lease"), pursuant to which Lessee leases from Lessor the Property as more particularly described in the Lease (the "Premises"). Lessee became the owner and holder of the original lessee's interest under the Lease by reason of an assignment thereof by the original lessee thereunder.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Lease of Premises. Subject to the terms of the Unrecorded Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises.
2. Lease Term. The term of the Unrecorded Lease expires on \_\_\_\_\_.
3. Incorporation by Reference. This Memorandum has been prepared to provide notice that the Property is subject to the terms and conditions of the Unrecorded Lease, which terms are hereby incorporated into this Memorandum by this reference. In no event shall the terms of this Memorandum be deemed to modify, amend, limit or otherwise affect the terms and conditions of the Unrecorded Lease. In the event of any inconsistency between the provisions of



this Memorandum and the provisions of the Unrecorded Lease, the provisions of the Unrecorded Lease shall control.

4. Successors and Assigns. The Unrecorded Lease binds and inures to the benefit of Lessor and Lessee and their respective heirs, successors, and assigns, including without limitation any subsequent purchaser of the Property or any part thereof.

5. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Executed as of the date first above written.

**LESSOR:**

**AMERICAN TOWER, L.P.**  
a Delaware limited partnership

By: ATC GP, INC.,  
a Delaware corporation  
its sole general partner

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

Date: \_\_\_\_\_, 2003

**LESSEE:**

**LIBERMAN BROADCASTING OF DALLAS, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

Date: \_\_\_\_\_, 2003

[NOTARY REQUIRED ATTACH APPROPRIATE NOTARY BLOCKS]

**EXHIBIT A  
TO MEMORANDUM OF LEASE  
DESCRIPTION OF REAL PROPERTY**

**ATTACHMENT E**  
**FORM OF LANDLORD WAIVER AND CONSENT**

Site/Location:  
Dallas, Texas

**LANDLORD WAIVER AND CONSENT**

TO: Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110

Attn: Stephen J. Healey, Managing Director

Word of God Fellowship, Inc., a Georgia corporation ("**Original Tenant**") and the undersigned ("**Landlord**") are parties to a lease, dated October \_\_, 2001 (the "**Lease**"), demising the premises legally (or otherwise) described on Exhibit A attached hereto and made a part hereof (the "**Leased Premises**"). The Original Tenant has entered into, or intends to enter into, in connection with the sale of certain assets, a certain Assignment and Assumption of Lease (the "**Assignment**") with Liberman Broadcasting of Dallas, Inc., a California corporation ("**New Tenant**" or "**Tenant**") pursuant to which the Original Tenant has or will assign all of its right, title and interest in and to the Lease and the Leased Premises to the New Tenant, and the New Tenant has assumed all of the obligations of tenant under the Lease from and after the effective date of the Assignment. Landlord has consented to the Assignment pursuant to a certain Confirmation of Lease Terms and Consent dated \_\_\_\_\_, 2003. A copy of the Lease, including all amendments thereto, is attached hereto as Exhibit B.

Tenant or certain of Tenant's affiliates (collectively, the "**Affiliates**") have entered into, or intend to enter into, certain financing arrangements with Fleet National Bank, as administrative agent ("**Agent**") and certain lenders party thereto (the "**Lenders**"), evidenced by, *inter alia*, an Amended and Restated Credit Agreement (as amended, supplemented or restated from time to time, including increases in the amount of the loan, the "**Credit Agreement**") dated on or about \_\_\_\_\_, 2003 among Tenant (or Tenant's sole shareholder) and/or the Affiliates, Agent and such Lenders.

To induce Agent, Lenders, Tenant and the Affiliates to enter into said financing arrangements, and for other good and valuable consideration, Landlord hereby agrees that:

1. The Landlord hereby consents to and approves of (to the extent such consent and approval is required by the Lease) the execution and delivery by the Tenant of a mortgage, deed of trust, deed to secure debt or other similar instrument (the "**Mortgage**") to the Lenders, pursuant to which the Tenant will grant a mortgage lien on all of its right, title and interest in and to the Lease and the leasehold estate in the Leased Premises, assign all leases, subleases, rents

and profits and grant other security interests in the Leased Premises, in favor of the Agent, as administrative agent for itself and the other Lenders as security for the payment or performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of the Tenant to the Lenders.

2. The Landlord acknowledges that this letter serves as a notification of the Lenders' interest in the Leased Premises, to the extent such notification is prescribed by the Lease. The Landlord consents (to the extent such consent is required by the Lease) to any assignment of the Lease in connection with the foreclosure of the Mortgage, or any assignment of the Lease in lieu of foreclosure of the Mortgage, and assignment of the Lease by the Lenders following such foreclosure of the Mortgage of the Lease or assignment in lieu of foreclosure, notwithstanding any prohibition or condition on such assignments in the Lease. The Landlord confirms and ratifies all prior assignments of the Lease and further confirms that the Tenant is the holder of the tenant's interest under the Lease.

3. Neither Landlord nor Original Tenant nor Tenant is in default under the terms of the Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default with respect to the Lease.

4. As of the date hereof, the Tenant has paid all rent, additional rent and other charges and amounts due to the Landlord under the Lease or with respect to the Leased Premises.

5. The Lease has not been amended, modified, terminated or revoked, is in full force and effect, and is binding and enforceable against the Landlord.

6. No moveable assets of Tenant (including, without limitation, equipment and trade fixtures which may or may not be affixed to the Leased Premises) located on or about the Leased Premises will be deemed by Landlord to be fixtures or to constitute part of the Leased Premises.

7. Landlord will not assert, and therefore waives, any liens, whether granted by the Lease, statute or otherwise (including, without limitation, rights of levy or distraint for rent), against the moveable property of Tenant located on the Leased Premises, including, without limitation, Tenant's machinery, equipment, furniture, fixtures, transmission towers, antennae, inventory and all additions, replacements or substitutions therefor, whether or not affixed to the Leased Premises (collectively, the "**Property**").

8. (a) Landlord will provide Agent with written notice of any default by Tenant under the Lease. Prior to terminating the Lease or exercising any of Landlord's rights and remedies thereunder, Landlord will permit Agent the same opportunity to cure or cause to be cured such default as is granted Tenant under the Lease, provided, however, that Agent shall have at least: (i) with respect to monetary defaults, ten (10) days following receipt of such notice to cure such monetary defaults; and (ii) with respect to other defaults, thirty (30) days following receipt of such notice to cure such defaults (provided, however, that if the nature of any non-monetary default is such that the same cannot be cured within said thirty (30) day period, Agent shall be given such additional period of time as may be necessary to cure the default provided that Agent commences the cure within said thirty (30) day period and proceeds diligently thereafter to complete such cure).

(b) Landlord also will permit Agent or its designee to remain on the Leased Premises for a period of up to one hundred and eighty (180) days following receipt by Agent of written notice from Landlord that Landlord has terminated the Lease; provided, however, that Tenant or Agent shall pay the rent and other amounts due under the Lease for the period of occupancy by the Agent or its designee, such amount to be pro-rated on a per diem basis.

9. Agent may, at no expense to Landlord and in accordance with the terms of the Credit Agreement, enter onto the Leased Premises at any time or times and take possession of, sever, or remove the Property or any part thereof and said Property upon severance and/or removal may be sold, transferred or otherwise disposed of free and discharged of all liens, claims, demands, rights or interests of Landlord. In such event, Agent agrees to repair any damage to the Leased Premises.

10. Notwithstanding anything in this Agreement to the contrary, (i) Agent shall not be deemed to have assumed any other obligations or liabilities of Tenant under the Lease by electing to occupy or enter the Leased Premises as provided above, and (ii) Agent shall not have any duty or obligation to remove or dispose of all or any part of the Property left on the Leased Premises by Tenant.

11. Landlord will give copies of all notices of default sent to Tenant under the Lease to Agent at:

Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110  
Attn: Stephen J. Healey, Managing Director

with copies to:

Palmer & Dodge LLP  
111 Huntington Avenue at Prudential Center  
Boston, MA 02199-7613  
Attn: George Ticknor, Esq.

or to such other address as Agent may designate from time to time by notice given to Landlord at the address set forth after its signature hereto.

12. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of, Agent, Lenders, Tenant, Landlord, mortgagees of the Leased Premises and the successors and assigns of all of the foregoing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.

**LANDLORD:**

**AMERICAN TOWER, L.P.,**  
a Delaware limited partnership

By: ATC GP, INC.,  
a Delaware corporation  
its sole general partner

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

**ADDRESS:**

American Tower Corporation  
Southwest Regional Office  
3411 Richmond Avenue, Suite 400  
Houston, Texas 77046

**EXHIBIT A  
TO LANDLORD WAIVER AND CONSENT**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**EXHIBIT B  
TO LANDLORD WAIVER AND CONSENT**

**LEASE**



## CONFIRMATION OF LEASE TERMS AND CONSENT

[Northwest Highway - KMPX, Decatur-Dallas, Texas (Primary Antenna)]

**THIS CONFIRMATION OF LEASE TERMS AND CONSENT** (this "**Confirmation**") is delivered by **AMERICAN TOWER L.P.**, a Delaware limited partnership ("**Lessor**") with respect to that certain Lease Agreement (the "**Lease**") dated October \_\_, 2001 by and between Lessor and **WORD OF GOD FELLOWSHIP, INC.**, a Georgia corporation ("**Lessee**" or "**Fellowship**"). In connection with the sale of a television station KMPX (Channel 29, Decatur-Dallas, Texas) and station KMPX-DT (Channel 30, Decatur-Dallas, Texas) and assets related thereto, Lessee has agreed to assign all of its right, title and interest in, to and under the Lease to **LIBERMAN BROADCASTING OF DALLAS, INC.**, a California corporation ("**Assignee**"). In connection with such assignment, Lessor hereby confirms and certifies the following:

1. **Lease Documents.** Attached to this Confirmation as **Attachment A** is a true, correct and complete copy of the Lease, including all exhibits thereto. It has been determined that **Exhibit B** to the Lease (Sketch Showing Location of Lessee's Equipment in Lessor's Building) was not attached to the Lease. **[NEED EXHIBIT B]** Accordingly, Lessor and Lessee hereby confirm and agree that **Attachment A** to this Confirmation is a true, correct and complete copy of **Exhibit B** to the Lease. The Lease is in full force and effect and remains unamended. All capitalized terms used in this Confirmation and not defined shall have the meaning set forth in the Lease.

2. **Premises.** In accordance with the terms of the Lease, Lessee leases from Lessor certain Leased Premises more particularly detailed therein. It has been determined that a legal description was not attached to the Lease. Accordingly, Lessor and Lessee hereby confirm and agree that **Attachment B** to this Confirmation sets forth a legal description of the real property underlying the Antenna Site. **[NEED LEGAL DESCRIPTION]** The Lease provides Lessee with reasonable and non-exclusive access to the Leased Premises, Antenna Site and Building described in **Section 2** of the Lease and Lessor confirms that there are no impediments or threatened impediments to free ingress and to the Leased Premises, Antenna Site and Building. Lessor further confirms that there are no Underlying Leases affecting the Antenna Site other than as specifically described in **Attachment C**. The Lease provides Lessee with access to the Tower with Lessor's prior written consent, not to be unreasonably withheld.

3. **Term.** The term of the Lease is 15 years and commenced on October \_\_, 2001, and will expire on October \_\_, 2016. **[NEED TO CONFIRM COMMENCEMENT DATE]** Lessor and Lessee hereby acknowledge that the initial term of the Lease shall automatically renew for three (3) additional periods of 5 years each, unless either party provides written notice to the other of its intent not to renew the term at least ninety (90) days prior to the end of the then-current term. Lessor confirms that it will not elect not to renew the Term of the Lease only if required by the terms of an Underlying Lease or as required to comply with applicable law.

4. **Rent.** The current amount of monthly base rent paid by Lessee under the Lease is \$6,300 per month, **[NEED TO CONFIRM CURRENT BASE RENT]** payable on the first day

of each month. The Base Rent increases each year by an amount equal to the greater of (a) 5% or (b) the increase in the CPI (versus initial lease year CPI). In addition to monthly base rent:

(a) Lessee pays for certain services directly (excluding electricity but including, without limitation, heating, internal light and power distribution, air conditioning and janitorial services) pursuant to Section 5 of the Lease, and has no additional payment obligation to Lessor for such services. In addition, Lessee pays for electrical usage directly to the issuing utility, which charges are measured by submeters installed by Lessee. Lessee is also responsible for electrical costs measured by Lessee's submeters in excess of \$500 for other users of the Antenna Site, which do not have separately billed electricity. **[NEED TO CONFIRM LESSEE INSTALLED SUBMETERS AND CONFIRM SERVICES PAID FOR DIRECTLY BY LESSEE]**

(b) Lessee reimburses Lessor for Lessee's pro-rata share of Common Expenses incurred by Lessor in the installation, operation, maintenance and repair of the Antenna Site and the Tower. **[NEED TO CONFIRM WHAT THESE COSTS ARE ON A REGULAR BASIS]** The currently monthly amount is \$ \_\_\_\_.

Lessor acknowledges that Lessee is not obligated to pay Lessor for any other costs or expenses with respect to the Lessee's use of the Leased Premises.

5. No Defaults/Claims; Property Condition. Lessee's rent and other payment obligations under the Lease are current as of the date hereof. As of the date hereof, no breach or default by Lessor or Lessee exists under the Lease, and no event has occurred or condition exists which, with notice or the passage of time or both, would constitute a breach or default under the Lease. To the best knowledge of Lessor, no condemnation, litigation or other proceedings or events which may have an effect on Lessee's ability to use and operate the leased premises for the purposes contemplated under the Lease are currently pending or threatened, and there are no impediments or threatened impediments to free ingress and egress to the Premises. Further, Lessor has no knowledge of the existence of any violations of laws, rules or regulations existing at or with respect to the Premises, including, without limitation, any violation of laws governing substances classified as "hazardous" or "toxic" under the terms of applicable law.

6. Acknowledgment of Assignment. All rights and obligations of "Lessee" under the Lease are currently held by Fellowship and Fellowship has the right to assign the rights and obligations of Lessee under the Lease to Assignee without the consent of Lessor being required, as set forth in Section 14 of the Lease. Lessor has received notice along with all necessary documents, and has approved of Assignee.

7. Memorandum of Lease. Lessor confirms that Assignee may record a Memorandum of Lease, in the form of Attachment D attached hereto, and Lessor agrees to execute and deliver such agreement to Assignee for recordation concurrently with the execution of this Confirmation.

8. Lessee's Property. Lessor acknowledges that Lessee's Property owned by Lessee or installed by Lessee at its expense in the Leased Premises shall be and remain the property of Lessee and may be removed by Lessee at the expiration of the Term. Lessor acknowledges that

Lessor has no rights, title or interest in Lessee's Property, except as specifically set forth in the Lease.

9. Financing. Lessor acknowledges and hereby agrees that Assignee is entitled to encumber its interest under the Lease and Lessor agrees to provide Assignee's lender with notices of default under the Lease, at the addressees set forth in Section 10 below, or such other addresses as may be provided to Lessor in writing from time to time. In addition, Lessor agrees to execute such other documents as may be reasonably requested by Assignor's lender from time to time, including, without limitation, the form of Landlord Waiver and Consent attached hereto as Attachment E.

10. Notices. Lessor acknowledges and agrees that the current addresses for notices are as set forth below, which notices shall be sent in accordance with Section 19.07 of the Lease. It is further acknowledged that Fleet National Bank, as Agent ("**Agent**") for the benefit of various lenders ("**Lenders**"), is currently a lender to Assignee. Lessor hereby agrees to deliver to Agent for the benefit of Lenders written notice of default by Lessee. Notices to lender shall initially be sent to Agent at the address set forth below (with a copy to Agent's attorneys at the address set forth below), it being acknowledged and agreed that Agent and any other Lender may from time to time change the address for notice by written notice to Lessor. Any written notices of default by Assignee shall be delivered to Agent and its attorneys at the addresses set forth below by registered or certified mail, return receipt requested, or by private overnight courier service.

To Assignee: Liberman Broadcasting of Dallas, Inc.  
1845 Empire Avenue  
Burbank, California 91504  
Attn: Lenard Liberman

with a copy to: Piper Rudnick LLP  
1999 Avenue of the Stars  
Los Angeles, California 90067  
Attn: Pamela L. Westhoff

To Lessor: American Tower Corporation  
Southwest Regional Office  
3411 Richmond Avenue, Suite 400  
Dallas, Texas 77046  
Attention: Lease Administration

To Agent: Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110  
Attn: Stephen J. Healey, Managing Director

with a copy to:

Palmer & Dodge LLP  
111 Huntington Avenue at Prudential Center  
Boston, MA 02100-1613  
Attn: George Ticknor, Esq.

11. Binding. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of Lessor, Assignee, Agent and Lenders, and the successors and assigns of each of the foregoing. All exhibits attached hereto are hereby made a part hereof by this reference and shall be binding upon the Lessor and Lessee.

12. Counterparts. This Confirmation may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**THIS CONFIRMATION** is duly executed and delivered by Lessor and consented to and confirmed by Lessee as of the date set forth below.

**LESSOR:**

**AMERICAN TOWER, L.P.,**  
a Delaware limited partnership

By: ATC GP, INC.,  
a Delaware corporation  
its sole general partner

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

Date: \_\_\_\_\_, 2003

**CONFIRMED AND AGREED:**

**LESSEE:**

**WORD OF GOD FELLOWSHIP, INC.,**  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2003

**ATTACHMENT A**  
**LEASE DOCUMENTS**

**ATTACHMENT B**  
**LEGAL DESCRIPTION OF THE ANTENNA SITE**

B-1

**ATTACHMENT C**  
**DESCRIPTION OF UNDERLYING LEASES**

C-1



ATTACHMENT D

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Piper Rudnick LLP  
1999 Avenue of the Stars, Fourth Floor  
Los Angeles, California 90067  
Attention: Pamela L. Westhoff, Esq.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of \_\_\_\_\_, 2003, by and between AMERICAN TOWER L.P., a Delaware limited partnership ("Lessor") and LIBERMAN BROADCASTING OF DALLAS, INC., a California corporation ("Lessee").

RECITALS

A. Lessor is the owner of that certain real property located in Dallas, Texas as more particularly described on Exhibit A attached hereto (the "Property").

B. Lessor and Lessee are parties to that certain unrecorded Lease Agreement dated as of \_\_\_\_\_ (the "Unrecorded Lease"), pursuant to which Lessee leases from Lessor the Property as more particularly described in the Lease (the "Premises"). Lessee became the owner and holder of the original lessee's interest under the Lease by reason of an assignment thereof by the original lessee thereunder.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Lease of Premises. Subject to the terms of the Unrecorded Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises.

2. Lease Term. The term of the Unrecorded Lease expires on \_\_\_\_\_.

3. Incorporation by Reference. This Memorandum has been prepared to provide notice that the Property is subject to the terms and conditions of the Unrecorded Lease, which terms are hereby incorporated into this Memorandum by this reference. In no event shall the terms of this Memorandum be deemed to modify, amend, limit or otherwise affect the terms and conditions of the Unrecorded Lease. In the event of any inconsistency between the provisions of

this Memorandum and the provisions of the Unrecorded Lease, the provisions of the Unrecorded Lease shall control.

4. Successors and Assigns. The Unrecorded Lease binds and inures to the benefit of Lessor and Lessee and their respective heirs, successors, and assigns, including without limitation any subsequent purchaser of the Property or any part thereof.

5. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Executed as of the date first above written.

**LESSOR:**

**AMERICAN TOWER, L.P.**  
a Delaware limited partnership

By: ATC GP, INC.,  
a Delaware corporation  
its sole general partner

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

Date: \_\_\_\_\_, 2003

**LESSEE:**

**LIBERMAN BROADCASTING OF DALLAS, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

Date: \_\_\_\_\_, 2003

[NOTARY REQUIRED ATTACH APPROPRIATE NOTARY BLOCKS]

**EXHIBIT A  
TO MEMORANDUM OF LEASE  
DESCRIPTION OF REAL PROPERTY**

D-3

**ATTACHMENT E**  
**FORM OF LANDLORD WAIVER AND CONSENT**

Site/Location:  
Dallas, Texas

**LANDLORD WAIVER AND CONSENT**

TO: Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110

Attn: Stephen J. Healey, Managing Director

Word of God Fellowship, Inc., a Georgia corporation ("**Original Tenant**") and the undersigned ("**Landlord**") are parties to a lease, dated October \_\_, 2001 (the "**Lease**"), demising the premises legally (or otherwise) described on Exhibit A attached hereto and made a part hereof (the "**Leased Premises**"). The Original Tenant has entered into, or intends to enter into, in connection with the sale of certain assets, a certain Assignment and Assumption of Lease (the "**Assignment**") with Liberman Broadcasting of Dallas, Inc., a California corporation ("**New Tenant**" or "**Tenant**") pursuant to which the Original Tenant has or will assign all of its right, title and interest in and to the Lease and the Leased Premises to the New Tenant, and the New Tenant has assumed all of the obligations of tenant under the Lease from and after the effective date of the Assignment. Landlord has consented to the Assignment pursuant to a certain Confirmation of Lease Terms and Consent dated \_\_\_\_\_, 2003. A copy of the Lease, including all amendments thereto, is attached hereto as Exhibit B.

Tenant or certain of Tenant's affiliates (collectively, the "**Affiliates**") have entered into, or intend to enter into, certain financing arrangements with Fleet National Bank, as administrative agent ("**Agent**") and certain lenders party thereto (the "**Lenders**"), evidenced by, *inter alia*, an Amended and Restated Credit Agreement (as amended, supplemented or restated from time to time, including increases in the amount of the loan, the "**Credit Agreement**") dated on or about \_\_\_\_\_, 2003 among Tenant (or Tenant's sole shareholder) and/or the Affiliates, Agent and such Lenders.

To induce Agent, Lenders, Tenant and the Affiliates to enter into said financing arrangements, and for other good and valuable consideration, Landlord hereby agrees that:

1. The Landlord hereby consents to and approves of (to the extent such consent and approval is required by the Lease) the execution and delivery by the Tenant of a mortgage, deed of trust, deed to secure debt or other similar instrument (the "**Mortgage**") to the Lenders, pursuant to which the Tenant will grant a mortgage lien on all of its right, title and interest in and to the Lease and the leasehold estate in the Leased Premises, assign all leases, subleases, rents

and profits and grant other security interests in the Leased Premises, in favor of the Agent, as administrative agent for itself and the other Lenders as security for the payment or performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of the Tenant to the Lenders.

2. The Landlord acknowledges that this letter serves as a notification of the Lenders' interest in the Leased Premises, to the extent such notification is prescribed by the Lease. The Landlord consents (to the extent such consent is required by the Lease) to any assignment of the Lease in connection with the foreclosure of the Mortgage, or any assignment of the Lease in lieu of foreclosure of the Mortgage, and assignment of the Lease by the Lenders following such foreclosure of the Mortgage of the Lease or assignment in lieu of foreclosure, notwithstanding any prohibition or condition on such assignments in the Lease. The Landlord confirms and ratifies all prior assignments of the Lease and further confirms that the Tenant is the holder of the tenant's interest under the Lease.

3. Neither Landlord nor Original Tenant nor Tenant is in default under the terms of the Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default with respect to the Lease.

4. As of the date hereof, the Tenant has paid all rent, additional rent and other charges and amounts due to the Landlord under the Lease or with respect to the Leased Premises.

5. The Lease has not been amended, modified, terminated or revoked, is in full force and effect, and is binding and enforceable against the Landlord.

6. No moveable assets of Tenant (including, without limitation, equipment and trade fixtures which may or may not be affixed to the Leased Premises) located on or about the Leased Premises will be deemed by Landlord to be fixtures or to constitute part of the Leased Premises.

7. Landlord will not assert, and therefore waives, any liens, whether granted by the Lease, statute or otherwise (including, without limitation, rights of levy or distraint for rent), against the moveable property of Tenant located on the Leased Premises, including, without limitation, Tenant's machinery, equipment, furniture, fixtures, transmission towers, antennae, inventory and all additions, replacements or substitutions therefor, whether or not affixed to the Leased Premises (collectively, the "**Property**").

8. (a) Landlord will provide Agent with written notice of any default by Tenant under the Lease. Prior to terminating the Lease or exercising any of Landlord's rights and remedies thereunder, Landlord will permit Agent the same opportunity to cure or cause to be cured such default as is granted Tenant under the Lease, provided, however, that Agent shall have at least: (i) with respect to monetary defaults, ten (10) days following receipt of such notice to cure such monetary defaults; and (ii) with respect to other defaults, thirty (30) days following receipt of such notice to cure such defaults (provided, however, that if the nature of any non-monetary default is such that the same cannot be cured within said thirty (30) day period, Agent shall be given such additional period of time as may be necessary to cure the default provided that Agent commences the cure within said thirty (30) day period and proceeds diligently thereafter to complete such cure).

(b) Landlord also will permit Agent or its designee to remain on the Leased Premises for a period of up to one hundred and eighty (180) days following receipt by Agent of written notice from Landlord that Landlord has terminated the Lease; provided, however, that Tenant or Agent shall pay the rent and other amounts due under the Lease for the period of occupancy by the Agent or its designee, such amount to be pro-rated on a per diem basis.

9. Agent may, at no expense to Landlord and in accordance with the terms of the Credit Agreement, enter onto the Leased Premises at any time or times and take possession of, sever, or remove the Property or any part thereof and said Property upon severance and/or removal may be sold, transferred or otherwise disposed of free and discharged of all liens, claims, demands, rights or interests of Landlord. In such event, Agent agrees to repair any damage to the Leased Premises.

10. Notwithstanding anything in this Agreement to the contrary, (i) Agent shall not be deemed to have assumed any other obligations or liabilities of Tenant under the Lease by electing to occupy or enter the Leased Premises as provided above, and (ii) Agent shall not have any duty or obligation to remove or dispose of all or any part of the Property left on the Leased Premises by Tenant.

11. Landlord will give copies of all notices of default sent to Tenant under the Lease to Agent at:

Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110  
Attn: Stephen J. Healey, Managing Director

with copies to:

Palmer & Dodge LLP  
111 Huntington Avenue at Prudential Center  
Boston, MA 02199-7613  
Attn: George Ticknor, Esq.

or to such other address as Agent may designate from time to time by notice given to Landlord at the address set forth after its signature hereto.

12. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of, Agent, Lenders, Tenant, Landlord, mortgagees of the Leased Premises and the successors and assigns of all of the foregoing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.

**LANDLORD:**

**AMERICAN TOWER, L.P.,**  
a Delaware limited partnership

By: ATC GP, INC.,  
a Delaware corporation  
its sole general partner

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

**ADDRESS:**

American Tower Corporation  
Southwest Regional Office  
3411 Richmond Avenue, Suite 400  
Houston, Texas 77046

**EXHIBIT A  
TO LANDLORD WAIVER AND CONSENT**

**LEGAL DESCRIPTION OF LEASED PREMISES**



**EXHIBIT B  
TO LANDLORD WAIVER AND CONSENT**

**LEASE**

E-6

## CONFIRMATION OF LEASE TERMS AND CONSENT

[Northwest Highway - KMPX, Decatur-Dallas, Texas (Additional Equipment)]

THIS CONFIRMATION OF LEASE TERMS AND CONSENT (this "Confirmation") is delivered by AMERICAN TOWER L.P., a Delaware limited partnership ("Lessor") with respect to that certain Lease Agreement (the "Lease") dated October \_\_, 2001 by and between Lessor and WORD OF GOD FELLOWSHIP, INC., a Georgia corporation ("Lessee" or "Fellowship"). In connection with the sale of a television station KMPX (Channel 29, Decatur-Dallas, Texas) and station KMPX-DT (Channel 30, Decatur-Dallas, Texas) and assets related thereto, Lessee has agreed to assign all of its right, title and interest in, to and under the Lease to LIBERMAN BROADCASTING OF DALLAS, INC., a California corporation ("Assignee"). In connection with such assignment, Lessor hereby confirms and certifies the following:

1. Lease Documents. Attached to this Confirmation as Attachment A is a true, correct and complete copy of the Lease, including all exhibits thereto. It has been determined that Exhibit B to the Lease (Sketch Showing Location of Lessee's Equipment in Lessor's Building) was not attached to the Lease. [NEED EXHIBIT B] Accordingly, Lessor and Lessee hereby confirm and agree that Attachment A to this Confirmation is a true, correct and complete copy of Exhibit B to the Lease. The Lease is in full force and effect and remains unamended. All capitalized terms used in this Confirmation and not defined shall have the meaning set forth in the Lease.

2. Premises. In accordance with the terms of the Lease, Lessee leases from Lessor certain Leased Premises more particularly detailed therein. It has been determined that a legal description was not attached to the Lease. Accordingly, Lessor and Lessee hereby confirm and agree that Attachment B to this Confirmation sets forth a legal description of the real property underlying the Antenna Site. [NEED LEGAL DESCRIPTION] The Lease provides Lessee with reasonable and non-exclusive access to the Leased Premises, Ground Space, Antenna Site and Building described in Section 2 of the Lease and Lessor confirms that there are no impediments or threatened impediments to free ingress and to the Leased Premises, Ground Space, Antenna Site and Building. Lessor further confirms that there are no Underlying Leases affecting the Antenna Site other than as specifically described in Attachment C. The Lease provides Lessee with access to the Tower with Lessor's prior written consent, not to be unreasonably withheld.

3. Term. The term of the Lease is 10 years and commenced on October \_\_, 2001, and will expire on October \_\_, 2011. [NEED TO CONFIRM COMMENCEMENT DATE] Lessor and Lessee hereby acknowledge that the initial term of the Lease shall automatically renew for two (2) additional periods of 5 years each, unless either party provides written notice to the other of its intent not to renew the term at least ninety (90) days prior to the end of the then-current term. Lessor confirms that it will not elect not to renew the Term of the Lease only if required by the terms of an Underlying Lease or as required to comply with applicable law. Lessor agrees to extend any Underlying Leases as necessary for the term of the Lease.

4. Rent. The monthly base rent for the first seven (7) years of the Initial Term is abated. Commencing October \_\_\_\_\_, the monthly base rent paid by Lessee under the Lease is (i) \$351.76 per month for the TSL Rent, (ii) \$984.97 per month for Satellite Dish Rent and (iii) \$300.00 per month for the Satellite Monitor Dish Rent, payable on the first day of each month. The Base Rent increases each year by an amount equal to the greater of (a) 5% or (b) the increase in the CPI (versus initial lease year CPI). In addition to monthly base rent:

(a) Lessee pays for certain services directly (excluding electricity but including, without limitation, heating, internal light and power distribution, air conditioning and janitorial services) pursuant to Section 5 of the Lease, and has no additional payment obligation to Lessor for such services. In addition, Lessee pays for electrical usage directly to the issuing utility, which charges are measured by submeters installed by Lessee. Lessee is also responsible for electrical costs measured by Lessee's submeters in excess of \$500 for other users of the Antenna Site, which do not have separately billed electricity. **[NEED TO CONFIRM LESSEE INSTALLED SUBMETERS AND CONFIRM SERVICES PAID FOR DIRECTLY BY LESSEE]**

(b) Lessee reimburses Lessor for Lessee's pro-rata share of Common Expenses incurred by Lessor in the installation, operation, maintenance and repair of the Antenna Site and the Tower. **[NEED TO CONFIRM WHAT THESE COSTS ARE ON A REGULAR BASIS]** The currently monthly amount is \$\_\_\_\_\_.

Lessor acknowledges that Lessee is not obligated to pay Lessor for any other costs or expenses with respect to the Lessee's use of the Leased Premises.

5. No Defaults/Claims; Property Condition. Lessee's rent and other payment obligations under the Lease are current as of the date hereof. As of the date hereof, no breach or default by Lessor or Lessee exists under the Lease, and no event has occurred or condition exists which, with notice or the passage of time or both, would constitute a breach or default under the Lease. To the best knowledge of Lessor, no condemnation, litigation or other proceedings or events which may have an effect on Lessee's ability to use and operate the leased premises for the purposes contemplated under the Lease are currently pending or threatened, and there are no impediments or threatened impediments to free ingress and egress to the Premises. Further, Lessor has no knowledge of the existence of any violations of laws, rules or regulations existing at or with respect to the Premises, including, without limitation, any violation of laws governing substances classified as "hazardous" or "toxic" under the terms of applicable law.

6. Acknowledgment of Assignment. All rights and obligations of "Lessee" under the Lease are currently held by Fellowship and Fellowship has the right to assign the rights and obligations of Lessee under the Lease to Assignee without the consent of Lessor being required, as set forth in Section 14 of the Lease. Lessor has received notice along with all necessary documents, and has approved of Assignee.

7. Memorandum of Lease. Lessor confirms that Assignee may record a Memorandum of Lease, in the form of Attachment D attached hereto, and Lessor agrees to execute and deliver such agreement to Assignee for recordation concurrently with the execution of this Confirmation.

8. Lessee's Property. Lessor acknowledges that Lessee's Property owned by Lessee or installed by Lessee at its expense in the Leased Premises shall be and remain the property of Lessee and may be removed by Lessee at the expiration of the Term. Lessor acknowledges that Lessor has no rights, title or interest in Lessee's Property, except as specifically set forth in the Lease.

9. Financing. Lessor acknowledges and hereby agrees that Assignee is entitled to encumber its interest under the Lease and Lessor agrees to provide Assignee's lender with notices of default under the Lease, at the addressees set forth in Section 10 below, or such other addresses as may be provided to Lessor in writing from time to time. In addition, Lessor agrees to execute such other documents as may be reasonably requested by Assignor's lender from time to time, including, without limitation, the form of Landlord Waiver and Consent attached hereto as Attachment E.

10. Notices. Lessor acknowledges and agrees that the current addresses for notices are as set forth below, which notices shall be sent in accordance with Section 19.07 of the Lease. It is further acknowledged that Fleet National Bank, as Agent ("**Agent**") for the benefit of various lenders ("**Lenders**"), is currently a lender to Assignee. Lessor hereby agrees to deliver to Agent for the benefit of Lenders written notice of default by Lessee. Notices to lender shall initially be sent to Agent at the address set forth below (with a copy to Agent's attorneys at the address set forth below), it being acknowledged and agreed that Agent and any other Lender may from time to time change the address for notice by written notice to Lessor. Any written notices of default by Assignee shall be delivered to Agent and its attorneys at the addresses set forth below by registered or certified mail, return receipt requested, or by private overnight courier service.

To Assignee:

Liberman Broadcasting of Dallas, Inc.  
1845 Empire Avenue  
Burbank, California 91504  
Attn: Lenard Liberman

with a copy to:

Piper Rudnick LLP  
1999 Avenue of the Stars  
Los Angeles, California 90067  
Attn: Pamela L. Westhoff

To Lessor:

American Tower Corporation  
Southwest Regional Office  
3411 Richmond Avenue, Suite 400  
Dallas, Texas 77046  
Attention: Lease Administration

To Agent:

Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110  
Attn: Stephen J. Healey, Managing Director

with a copy to:

Palmer & Dodge LLP  
111 Huntington Avenue at Prudential Center  
Boston, MA 02100-1613  
Attn: George Ticknor, Esq.

11. Binding. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of Lessor, Assignee, Agent and Lenders, and the successors and assigns of each of the foregoing. All exhibits attached hereto are hereby made a part hereof by this reference and shall be binding upon the Lessor and Lessee.

12. Counterparts. This Confirmation may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**THIS CONFIRMATION** is duly executed and delivered by Lessor and consented to and confirmed by Lessee as of the date set forth below.

**LESSOR:**

**AMERICAN TOWER, L.P.,**  
a Delaware limited partnership

By: ATC GP, INC.,  
a Delaware corporation  
its sole general partner

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

Date: \_\_\_\_\_, 2003

**CONFIRMED AND AGREED:**

**LESSEE:**

**WORD OF GOD FELLOWSHIP, INC.,**  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2003

**ATTACHMENT A**  
**LEASE DOCUMENTS**

**ATTACHMENT B**  
**LEGAL DESCRIPTION OF THE ANTENNA SITE**



**ATTACHMENT C**  
**DESCRIPTION OF UNDERLYING LEASES**

C-1

ATTACHMENT D

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Piper Rudnick LLP  
1999 Avenue of the Stars, Fourth Floor  
Los Angeles, California 90067  
Attention: Pamela L. Westhoff, Esq.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of \_\_\_\_\_, 2003, by and between AMERICAN TOWER L.P., a Delaware limited partnership ("Lessor") and LIBERMAN BROADCASTING OF DALLAS, INC., a California corporation ("Lessee").

RECITALS

A. Lessor is the owner of that certain real property located in Dallas, Texas as more particularly described on Exhibit A attached hereto (the "Property").

B. Lessor and Lessee are parties to that certain unrecorded Lease Agreement dated as of \_\_\_\_\_ (the "Unrecorded Lease"), pursuant to which Lessee leases from Lessor the Property as more particularly described in the Lease (the "Premises"). Lessee became the owner and holder of the original lessee's interest under the Lease by reason of an assignment thereof by the original lessee thereunder.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Lease of Premises. Subject to the terms of the Unrecorded Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises.

2. Lease Term. The term of the Unrecorded Lease expires on \_\_\_\_\_.

3. Incorporation by Reference. This Memorandum has been prepared to provide notice that the Property is subject to the terms and conditions of the Unrecorded Lease, which terms are hereby incorporated into this Memorandum by this reference. In no event shall the terms of this Memorandum be deemed to modify, amend, limit or otherwise affect the terms and conditions of the Unrecorded Lease. In the event of any inconsistency between the provisions of

this Memorandum and the provisions of the Unrecorded Lease, the provisions of the Unrecorded Lease shall control.

4. Successors and Assigns. The Unrecorded Lease binds and inures to the benefit of Lessor and Lessee and their respective heirs, successors, and assigns, including without limitation any subsequent purchaser of the Property or any part thereof.

5. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Executed as of the date first above written.

**LESSOR:**

**AMERICAN TOWER, L.P.**  
a Delaware limited partnership

By: ATC GP, INC.,  
a Delaware corporation  
its sole general partner

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

Date: \_\_\_\_\_, 2003

**LESSEE:**

**LIBERMAN BROADCASTING OF DALLAS, INC.**

By: \_\_\_\_\_  
Lenard D. Liberman  
Executive Vice President

Date: \_\_\_\_\_, 2003

[NOTARY REQUIRED ATTACH APPROPRIATE NOTARY BLOCKS]

**EXHIBIT A**  
**TO MEMORANDUM OF LEASE**  
**DESCRIPTION OF REAL PROPERTY**

ATTACHMENT E  
FORM OF LANDLORD WAIVER AND CONSENT

Site/Location:  
Dallas, Texas

LANDLORD WAIVER AND CONSENT

TO: Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110

Attn: Stephen J. Healey, Managing Director

Word of God Fellowship, Inc., a Georgia corporation ("**Original Tenant**") and the undersigned ("**Landlord**") are parties to a lease, dated October \_\_, 2001 (the "**Lease**"), demising the premises legally (or otherwise) described on Exhibit A attached hereto and made a part hereof (the "**Leased Premises**"). The Original Tenant has entered into, or intends to enter into, in connection with the sale of certain assets, a certain Assignment and Assumption of Lease (the "**Assignment**") with Liberman Broadcasting of Dallas, Inc., a California corporation ("**New Tenant**" or "**Tenant**") pursuant to which the Original Tenant has or will assign all of its right, title and interest in and to the Lease and the Leased Premises to the New Tenant, and the New Tenant has assumed all of the obligations of tenant under the Lease from and after the effective date of the Assignment. Landlord has consented to the Assignment pursuant to a certain Confirmation of Lease Terms and Consent dated \_\_\_\_\_, 2003. A copy of the Lease, including all amendments thereto, is attached hereto as Exhibit B.

Tenant or certain of Tenant's affiliates (collectively, the "**Affiliates**") have entered into, or intend to enter into, certain financing arrangements with Fleet National Bank, as administrative agent ("**Agent**") and certain lenders party thereto (the "**Lenders**"), evidenced by, *inter alia*, an Amended and Restated Credit Agreement (as amended, supplemented or restated from time to time, including increases in the amount of the loan, the "**Credit Agreement**") dated on or about \_\_\_\_\_, 2003 among Tenant (or Tenant's sole shareholder) and/or the Affiliates, Agent and such Lenders.

To induce Agent, Lenders, Tenant and the Affiliates to enter into said financing arrangements, and for other good and valuable consideration, Landlord hereby agrees that:

1. The Landlord hereby consents to and approves of (to the extent such consent and approval is required by the Lease) the execution and delivery by the Tenant of a mortgage, deed of trust, deed to secure debt or other similar instrument (the "**Mortgage**") to the Lenders, pursuant to which the Tenant will grant a mortgage lien on all of its right, title and interest in and to the Lease and the leasehold estate in the Leased Premises, assign all leases, subleases, rents

and profits and grant other security interests in the Leased Premises, in favor of the Agent, as administrative agent for itself and the other Lenders as security for the payment or performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of the Tenant to the Lenders.

2. The Landlord acknowledges that this letter serves as a notification of the Lenders' interest in the Leased Premises, to the extent such notification is prescribed by the Lease. The Landlord consents (to the extent such consent is required by the Lease) to any assignment of the Lease in connection with the foreclosure of the Mortgage, or any assignment of the Lease in lieu of foreclosure of the Mortgage, and assignment of the Lease by the Lenders following such foreclosure of the Mortgage of the Lease or assignment in lieu of foreclosure, notwithstanding any prohibition or condition on such assignments in the Lease. The Landlord confirms and ratifies all prior assignments of the Lease and further confirms that the Tenant is the holder of the tenant's interest under the Lease.

3. Neither Landlord nor Original Tenant nor Tenant is in default under the terms of the Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default with respect to the Lease.

4. As of the date hereof, the Tenant has paid all rent, additional rent and other charges and amounts due to the Landlord under the Lease or with respect to the Leased Premises.

5. The Lease has not been amended, modified, terminated or revoked, is in full force and effect, and is binding and enforceable against the Landlord.

6. No moveable assets of Tenant (including, without limitation, equipment and trade fixtures which may or may not be affixed to the Leased Premises) located on or about the Leased Premises will be deemed by Landlord to be fixtures or to constitute part of the Leased Premises.

7. Landlord will not assert, and therefore waives, any liens, whether granted by the Lease, statute or otherwise (including, without limitation, rights of levy or distraint for rent), against the moveable property of Tenant located on the Leased Premises, including, without limitation, Tenant's machinery, equipment, furniture, fixtures, transmission towers, antennae, inventory and all additions, replacements or substitutions therefor, whether or not affixed to the Leased Premises (collectively, the "**Property**").

8. (a) Landlord will provide Agent with written notice of any default by Tenant under the Lease. Prior to terminating the Lease or exercising any of Landlord's rights and remedies thereunder, Landlord will permit Agent the same opportunity to cure or cause to be cured such default as is granted Tenant under the Lease, provided, however, that Agent shall have at least: (i) with respect to monetary defaults, ten (10) days following receipt of such notice to cure such monetary defaults; and (ii) with respect to other defaults, thirty (30) days following receipt of such notice to cure such defaults (provided, however, that if the nature of any non-monetary default is such that the same cannot be cured within said thirty (30) day period, Agent shall be given such additional period of time as may be necessary to cure the default provided that Agent commences the cure within said thirty (30) day period and proceeds diligently thereafter to complete such cure).

(b) Landlord also will permit Agent or its designee to remain on the Leased Premises for a period of up to one hundred and eighty (180) days following receipt by Agent of written notice from Landlord that Landlord has terminated the Lease; provided, however, that Tenant or Agent shall pay the rent and other amounts due under the Lease for the period of occupancy by the Agent or its designee, such amount to be pro-rated on a per diem basis.

9. Agent may, at no expense to Landlord and in accordance with the terms of the Credit Agreement, enter onto the Leased Premises at any time or times and take possession of, sever, or remove the Property or any part thereof and said Property upon severance and/or removal may be sold, transferred or otherwise disposed of free and discharged of all liens, claims, demands, rights or interests of Landlord. In such event, Agent agrees to repair any damage to the Leased Premises.

10. Notwithstanding anything in this Agreement to the contrary, (i) Agent shall not be deemed to have assumed any other obligations or liabilities of Tenant under the Lease by electing to occupy or enter the Leased Premises as provided above, and (ii) Agent shall not have any duty or obligation to remove or dispose of all or any part of the Property left on the Leased Premises by Tenant.

11. Landlord will give copies of all notices of default sent to Tenant under the Lease to Agent at:

Fleet National Bank  
100 Federal Street  
Mail Stop MA DE 10009D  
Boston, MA 02110  
Attn: Stephen J. Healey, Managing Director

with copies to:

Palmer & Dodge LLP  
111 Huntington Avenue at Prudential Center  
Boston, MA 02199-7613  
Attn: George Ticknor, Esq.

or to such other address as Agent may designate from time to time by notice given to Landlord at the address set forth after its signature hereto.

12. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of, Agent, Lenders, Tenant, Landlord, mortgagees of the Leased Premises and the successors and assigns of all of the foregoing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.

**LANDLORD:**

**AMERICAN TOWER, L.P.,**  
a Delaware limited partnership

By: ATC GP, INC.,  
a Delaware corporation  
its sole general partner

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

**ADDRESS:**

American Tower Corporation  
Southwest Regional Office  
3411 Richmond Avenue, Suite 400  
Houston, Texas 77046



**EXHIBIT A  
TO LANDLORD WAIVER AND CONSENT**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**EXHIBIT B  
TO LANDLORD WAIVER AND CONSENT**

**LEASE**

**EXHIBIT F**

**Form of Escrow Agreement**

**SEE TAB 14**

## CORPORATE CUSTODIAL AGREEMENT RELATING TO EARNEST MONEY

**THIS CORPORATE CUSTODIAL AGREEMENT** (this "**Agreement**") is entered into as of this 25<sup>th</sup> day of July, 2003 by and among Commonwealth Land Title Company, a California corporation (the "**Custodian**"), LBI Media, Inc., a California corporation ("**LBI Media**"), and Word of God Fellowship, Inc., a Georgia non-profit corporation (the "**Seller**") pursuant to the Asset Purchase Agreement dated as of July 14, 2003 (the "**Asset Purchase Agreement**") among the Seller, LBI Media, Liberman Television of Dallas, Inc., a California corporation ("**LBI**"), and Liberman Television of Dallas License Corp., a California corporation ("**LBI Sub**"). LBI Media and the Seller are collectively referred to herein as the "**Principals**."

### SECTION I SAFEKEEPING OF SECURITIES

Concurrently with the execution and delivery of this Agreement, LBI Media has deposited with the Custodian the sum of \$1,500,000 in cash (the "**Escrow Deposit**"). The Custodian hereby acknowledges receipt of the Escrow Deposit and agrees to hold the same in escrow pursuant to the terms of this Agreement. The Custodian shall open an account for the benefit of the Principals, to be entitled the "**Fellowship-LBI Media Earnest Money Account**" (the "**Account**"), into which the Escrow Deposit and any other assets delivered to the Custodian for deposit into the Account (collectively, the "**Assets**") shall be deposited. All Assets shall be held in safekeeping by the Custodian until otherwise directed pursuant to this Agreement.

All Assets shall be held or disposed of by the Custodian in accordance with the instructions given to the Custodian as provided in **Schedule A**.

The Custodian will hold the Assets in the name of the Custodian or in the name of its nominee, or, as to securities eligible or to be held by the Depository Trust Company or other depository, in the name of its nominee.

Upon written request from LBI Media or Seller, the Custodian shall furnish the Principals a statement showing all the Account activity and the Assets; provided, that the Custodian must not furnish such statement more frequently than once every 30-day period. All transactions and information reflected on such statements shall be deemed ratified by the Principals unless notice to the contrary is received by the Custodian within 15 days of mailing the statement to the Principals.

### SECTION II ATTORNEY-IN-FACT

The Custodian is authorized to sign the name of the Principals to stock and bond powers, and any other instruments required for the proper exercise of its duties hereunder, and is hereby appointed attorney-in-fact for the Principals for the foregoing purposes.

### SECTION III FEES AND EXPENSES

The Custodian shall be entitled to reasonable compensation for its services hereunder ("**Custodial Fees**"), as agreed to by the Custodian and the Principals, as well as the Custodian's standard charges for transactions made in connection with the Account. Such compensation and charges, which are hereby agreed to by the Custodian and the Principals, are \$1,200. Such compensation shall not be a charge against the Account, unless unpaid after 30 days from the Custodian's billing date. Any amount unpaid after said 30 days shall be a lien against and paid from the Account.

Any expenses, taxes and other charges or liabilities incurred by the Custodian in the performance of its duties or by reason of its administration of the Account shall be paid one-half by each of the Principals or their representatives and shall not be charged against the Account, unless unpaid after 30 days from the Custodian's billing date. Any amount unpaid after said 30 days shall be a lien against and paid from the Account; provided, that such unpaid amount shall remain the obligation of the party failing to pay such amount and to the extent that such unpaid amount is paid from the Account and if the amount in the Account would have been payable to the other party, then such party failing to pay such amount shall pay such amount to such other party.

### SECTION IV STANDARD OF CARE AND INDEMNITY

The Custodian shall perform its duties under this Agreement in good faith and with reasonable care. However, in no event shall the Custodian be liable under this Agreement except for the gross negligence, willful misconduct and/or criminal acts of its officers, directors, employees and agents (subject to the following sentence). The Custodian shall not be liable for the acts or omissions of (i) any broker or other agent to which the Principals have directed any securities transactions or (ii) any broker, depository or other agent selected by the Custodian with reasonable care. In no event shall either party to this Agreement be entitled to consequential or exemplary damages.

The Principals hereby jointly agree to indemnify and hold harmless the Custodian from and against any and all liabilities, claims, demands, and costs including reasonable attorneys' fees and expenses of legal proceedings incurred as a result of any act, or omission to act, in connection with the Custodian's performance of duties, responsibilities and obligations under this Agreement or by reason of its custody of the Assets except as to such liabilities, costs and expenses as may result from the gross negligence, willful misconduct and/or criminal acts of the Custodian. In the event of any claim brought by a third party to obtain the Assets, the Principals jointly agree to indemnify and defend the Custodian against all demands and liabilities, including attorneys' fees. The foregoing indemnity shall survive the termination of this Agreement.

## **SECTION V AUTHORITY TO ACT**

The Principals agree to keep the Custodian advised in writing of the identity and authority of the Principals' representative(s) authorized to communicate with and direct the Custodian. The Custodian may rely conclusively upon the validity of any and all documents submitted to it and shall be entitled to act in accordance therewith until the Custodian has actually received the Principals' written instructions advising of change in the authority of the Principals' representative(s). The Custodian shall not be responsible for the accuracy or content of any document furnished by the Principals or the Principals' representative(s).

## **SECTION VI ADVICE OF COUNSEL**

The Custodian shall be entitled to rely and act upon advice of counsel with respect to its performance hereunder as the Custodian and shall be without liability for any action taken pursuant to such advice, provided that such action is not in violation of applicable federal or state law.

## **SECTION VII AMENDMENT, TERMINATION, REMOVAL AND RESIGNATION**

This Agreement may be amended or modified by the parties hereto in whole or in part at any time in writing executed by all parties.

This Agreement shall be terminated (i) upon disbursement of all of the Assets by the Custodian pursuant to the provisions of Schedule A or (ii) by written mutual consent signed by the Custodian, LBI Media and the Seller.

The Principals reserve the right, upon thirty days written notice by both Principals to the Custodian and upon payment of any sums due for Custodial Fees, expenses or otherwise and subject to retention of a reserve for outstanding costs and expenses as reasonably determined by the Custodian, to terminate this Agreement or to remove the Custodian.

The Custodian may resign at any time upon thirty days written notice to the Principals. The Assets shall be delivered to a successor custodian on the Principals' written direction, after payment of all Custodial Fees, expenses and subject to retention of a reserve for outstanding costs and expenses as reasonably determined by the Custodian.

If the Principals have not appointed a successor custodian within thirty days after the Principals receive notice of the Custodian's resignation, the Principals authorize the Custodian to apply to a court of competent jurisdiction for the appointment of a successor custodian.

## SECTION VIII MISCELLANEOUS

This Agreement shall be administered, construed and enforced according to federal laws, where applicable, and the laws of the State of California, and venue and jurisdiction of any disputes shall be in Los Angeles, California.

The subheadings in this Agreement are for convenience only and do not constitute an essential part of this Agreement.

For the purposes of this Agreement, all notices, consents and other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when (i) delivered in person, (ii) transmitted by facsimile, provided that a copy thereof is sent the same day by first class, overnight or certified mail, or (iii) mailed by first class, overnight or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth under such party's name on the signature page hereof or such other address as shall be designated by such party in a written notice delivered to the other parties hereto. All such notices, consents and communications shall be deemed to have been delivered on the date of delivery thereof, one day after faxing or on the third Business Day after the mailing thereof, except that notice of change of address shall be effective only upon receipt. For purposes of this Agreement, "**Business Day**" shall mean any day, other than a Saturday, Sunday or legal holiday in the State of California on which banks are open for substantially all of their banking business.

This Agreement may be signed in one or more counterparts and it shall not be necessary that all parties sign the same counterpart. All such counterparts taken together shall constitute a single agreement.

LBI Media declares that it is a California corporation with its principal place of business at 1845 Empire Avenue, Burbank, California 91504, and the Seller declares that it is a Georgia non-profit corporation with its principal place of business at 4201 Pool Road, Colleyville, Texas 76034.

LBI Media represents and warrants to the Custodian that LBI Media has full power and authority to enter into this Agreement. LBI Media represents and warrants that LBI Media has only delegated to the Custodian the responsibility for safekeeping of the Assets, and not for investment management, diversification or other fiduciary duties with respect to the Assets. LBI Media represents and warrants to the Custodian that LBI Media is authorized pursuant to corporate board of directors' action to open the Account, to sign this Agreement, and to bind LBI Media to the terms of this Agreement. LBI Media agrees to indemnify the Custodian against any demand or liability, including attorneys' fees the Custodian may incur in acting in reliance upon these representations and warranties, and LBI Media will immediately notify the Custodian of any change in circumstances which affects such representations and warranties.

The Seller represents and warrants to the Custodian that the Seller has full power and authority to enter into this Agreement. The Seller represents and warrants that the Seller has

only delegated to the Custodian the responsibility for safekeeping of the Assets, and not for investment management, diversification or other fiduciary duties with respect to the Assets. The Seller represents and warrants to the Custodian that the Seller is authorized pursuant to its corporate board of directors' action to open the Account, to sign this Agreement, and to bind the Seller to the terms of this Agreement. The Seller agrees to indemnify the Custodian against any demand or liability, including attorneys' fees the Custodian may incur in acting in reliance upon these representations and warranties, and the Seller will immediately notify the Custodian of any change in circumstances which affects such representations and warranties.

LBI Media declares and certifies under penalties of perjury that LBI Media's Taxpayer Identification Number is as stated below, and that LBI Media is not subject to backup withholding.

Seller declares and certifies under penalties of perjury that Seller's Taxpayer Identification Number is as stated below, and that Seller is not subject to backup withholding.

The Principals agree to notify the Custodian promptly in writing in case of any change in the above statements. All references to the Principals herein and in Schedule A hereto are to LBI Media and the Seller.

**[remainder of page intentionally left blank]**

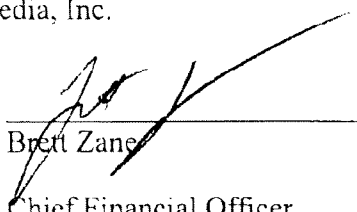


## PRINCIPALS:

LBI Media, Inc.

Word of God Fellowship, Inc.

By:

  
Brett Zane

By:

Its:

Chief Financial Officer

Its:

95-4668901

Tax ID Number

Taxpayer ID Number

Dated: As of the date  
first set forth aboveDated: As of the date  
first set forth above

## Address:

1845 Empire Avenue  
Burbank, California 915044201 Pool Road  
Colleyville, TX 76034

JUL 25 2003 4:13PM

DAYSTAR TELEVISION NETWORK 8176841487

P. 1

## PRINCIPALS:

LBI Media, Inc.

Word of God Fellowship, Inc.

By:

Brett Zane

By:

Marshall Lamb

Its:

Chief Financial Officer

Its:

President / CEOTax ID Number58-1456572

Taxpayer ID Number

Dated: As of the date  
first set forth aboveDated: As of the date  
first set forth above

## Address:

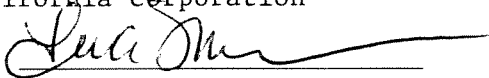
1845 Empire Avenue  
Burbank, California 915044201 Pool Road  
Colleyville, TX 76034

*Please attach corporate resolution or other authorization.*

CUSTODIAN:

Commonwealth Land Title Company  
a California corporation

By:



Lee A. Mellen

Vice President, Escrow Manager

Dated: July 25, 2003

\_\_\_\_\_  
Account Number(s)

Fellowship-LBI Media Earnest Money Account  
Name of Account

**SCHEDULE A TO CORPORATE CUSTODIAL AGREEMENT****SUPPLEMENTAL INSTRUCTIONS**

1. **Distributions.** The Custodian shall make distributions from the Account only:
  - 1.1 Upon receipt of joint written instructions which appear on their face to be executed by the Seller and LBI Media instructing the Custodian to distribute the Assets, in which case the Custodian shall distribute the Assets in accordance with such instructions; or
  - 1.2 Upon receipt of a document which appears on its face to be a written order from an arbitrator declaring that the Assets are to be distributed, in which case the Custodian shall release the Assets in accordance with such order; or
  - 1.3 Upon receipt of a document which appears on its face to be a written court order or judgment declaring that the Assets are to be distributed, in which case the Custodian shall distribute the Assets in accordance with such order or judgment (it being acknowledged by the Principals that notwithstanding this provision, the Principals have agreed to submit disputes to arbitration); or
  - 1.4 Upon receipt of the Buyer Termination Event Release Certificate substantially in the form of Annex A hereto which appears on its face to be executed by LBI, then the Custodian shall distribute the Assets to LBI Media.

In the event a controversy arises between the Seller and LBI Media under this Agreement with respect to the distribution of the Assets under this Schedule A, the Custodian shall not be required to resolve such controversy or take any action but shall be entitled to await resolution of the controversy by joint written instructions from the Seller and LBI Media. In the event the Seller and LBI Media are unable to resolve such controversy, the Custodian shall have the right to join the Seller and LBI Media in an action for interpleader to resolve such controversy.

2. **Services; Investment of Assets.** The Custodian is hereby authorized to perform the following services in connection with the Assets in the Account:

- 2.1 Release the Assets, upon written order in accordance with the provisions of this Schedule A; and
- 2.2 Invest the Assets. Unless otherwise directed by LBI Media with prior written consent of the Seller, such consent not to be unreasonably withheld, the cash portion of the Assets shall be invested in interest bearing bank accounts, certificates of deposit, or money market accounts of federally insured financial institutions or in treasury bills as may be directed by the instructions of LBI Media; provided that without the prior written consent of the Seller, such consent

Exhibit A

LAI.1012336.4

not to be unreasonably withheld, the time remaining until maturity of such Assets may not exceed thirty days. If so directed, the Principals authorize the Custodian or its affiliates to provide other services for which the Custodian may charge the Account fees according to the current schedule of fees pertaining to such services, including but not limited to, (i) use of the Custodian-advised mutual funds, and (ii) using the Custodian's wire transfer services.

3. **Interest.** All interest and other earnings earned on the Assets, if any, shall be a part of the Assets.

Exhibit A

LAI:1012336.4

## ANNEX A

Buyer Termination Event Release Certificate

Pursuant to the Asset Purchase Agreement (the "Agreement", terms capitalized but not defined herein shall have the meaning ascribed to them in the Agreement), dated July 14, 2003, by and among Word of God Fellowship, Inc, a Georgia non-profit corporation, on the one hand, and LBI Media, Inc., a California corporation ("LBI Media"), Liberman Television of Dallas, Inc., a California corporation ("LBI") and Liberman Television of Dallas License Corp., a California corporation ("LBI Sub" and together with LBI, the "Buyer"), on the other hand, the undersigned duly authorized executive officer of LBI does hereby certify that:

1. The Buyer or the Seller has terminated the Agreement pursuant to Section 7.2 of the Agreement; and
2. The Buyer is not in material breach of the Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized executive officer of LBI executed this Buyer Termination Event Release Certificate on this \_\_\_\_ day of \_\_\_\_\_, 2003.

LIBERMAN TELEVISION OF DALLAS, INC.

By: \_\_\_\_\_

Name:

Title:

Annex A

LA1.1012336.4