

ASSET PURCHASE AGREEMENT

This Agreement is made and entered into by and between: (1) Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network, a California nonprofit corporation (herein referred to as “Seller”), and (2) Obidia Porras, an individual (herein referred to as “Buyer”).

W I T N E S S E T H:

WHEREAS, Seller holds valid, current, and unexpired licenses issued by the Federal Communications Commission (herein referred to as “FCC” or “Commission”) to operate low power television Stations K45DU (Facility ID No. 67963), Ventura, California, and K67HK (Facility ID No. 130027), St. George, Utah (herein referred to as the “Stations”); and

WHEREAS, Seller is desirous of selling and assigning the Stations and their related FCC authorizations to Buyer, and Buyer is desirous of buying and acquiring the Stations and related FCC licenses from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. ASSETS SOLD AND PURCHASED. Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following assets, all of which Seller agrees are, and on the Closing Date shall be, free and clear of any and all liens and encumbrances of any nature whatsoever.

a. **FCC Authorizations.** All FCC authorizations and applications for construction and operation of the Stations as listed in Exhibit A (the “FCC Authorizations”), and hereby incorporated herein.

b. **Equipment.** All of Seller's equipment and property used in the operation of the Stations and listed in Exhibit B, and hereby incorporated herein.

c. **Tower Site Leases.** All of Seller's right, title and interest under the following contracts: (i) that certain License Agreement (ATC Contract No. 801619) dated March 26, 2001, between Seller, as licensee, and American Tower, L.P., as licensor ("ATC"), a copy of which is attached as Exhibit C-1 (hereafter, the "Ventura Lease"); and, (ii) that certain Communications Site Lease Agreement dated March 19, 2003, between Seller as lessee, and TSM Inc. ("TSM"), as lessor, a copy of which is attached as Exhibit C-2 (the "St. George Lease", together with the Ventura Lease, hereafter referred to as the "Leases").

d. **Technical Data.** All of Seller's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the Stations.

e. **Excluded Assets.** No cash, bank deposits, accounts receivable, copyrights, trademarks, service marks, or intellectual property of Seller (other than the Stations' call signs) are to be sold or assigned hereunder; and the same are expressly excluded from this Agreement.

2. AMOUNT OF PURCHASE PRICE. In consideration for the sale, assignment, and conveyance to it of the assets listed above paragraph 1 (a) – (d) above, Buyer agrees to pay Seller One Hundred Ten Thousand Dollars (\$110,000.00), subject to the prorations and adjustments listed below:

a. **Taxes.** All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Buyer.

b. **Prorations.** Any and all taxes and assessments of any nature and kind, if any, shall be prorated as of 12:00 midnight of the Closing Date.

3. **PAYMENT OF PURCHASE PRICE.** The purchase price specified in paragraph 2 above shall be paid by Buyer to Seller at Closing.

4. **FCC CONSENT.**

a. **FCC Consent Required.** Consummation of the purchase and sale provided for herein is conditioned upon the FCC having issued its written consent, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC Authorizations (the “FCC Consent”), and said FCC Consent having become a “Final Order”. For purposes of the Agreement, a Final Order means an action of the FCC which is not reversed, stayed, enjoined, or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing, or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the FCC, and for any reconsideration, stay, or setting aside by the FCC on their own motion or initiative, has expired. The parties may mutually agree to waive the requirement that said FCC Consent shall have become a Final Order.

b. **Filing of Application.** The parties agree to proceed as expeditiously as practical, to file or cause to be filed an application requesting FCC Consent and to file said application (FCC Form 345) with the FCC not later than five (5) business days after the date of this agreement. The parties agree that said Application will be prosecuted in good faith and with due diligence. Each party will be solely responsible for the expense incurred by it in the preparation, filing, and prosecution of the assignment application, and all fees paid to the FCC in connection with the assignment of the FCC Authorizations from Seller to Buyer will be borne equally by Seller and Buyer.

5. **CLOSING DATE AND PLACE.** The Closing shall take place within five (5) business days of the date on which the FCC Consent becomes a Final Order (as defined in paragraph 4.a., herein), provided the conditions specified in the Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 205 Third Street, S.E., Washington, D.C. 20002, or at such other place as buyer and Seller may select.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants as follows:

a. **Organization and Standing of Seller.** Seller is a non-profit, non-stock church corporation in good standing under the laws of the state of California.

b. **Seller's Authority.** Subject only to FCC approval, Seller has full power and authority to sell, transfer, assign, and convey the property identified in paragraph 1(a) – (d), and to execute, deliver and perform this Agreement.

c. **Seller Holds Current Valid FCC Authorization.** Seller has the power and authority to own, and operate each of the Stations and the business and properties related thereto and holds, and on the Closing Date will hold, current and valid FCC Authorizations, which are necessary for Seller to own and operate the Stations. No action or proceeding is pending or, to the knowledge of the Seller, threatened, or on the Closing Date will be threatened or pending, before the FCC or other governmental or judicial body, for the cancellation, or material and adverse modification, of the FCC Authorizations.

d. **No Material Default in Contractual Commitments.** Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. **Good Title to Properties.** Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations, of all assets and property, rights, leases and contracts being assigned to and assumed by Buyer hereunder.

f. **Claims and Litigations.** There is currently, and on the Closing Date there will be, no claim, litigation, or proceeding pending or, to Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operations of the Stations by Buyer.

g. **Lease Rights.** Seller has, and on the Closing Date will have, the right to operate the Stations from the antenna sites identified in the Leases. No party is in default under either of the Leases; each of the Leases is enforceable in accordance with its terms; Seller may assign the Ventura Lease to Buyer, subject only to the prior written consent of ATC; and, Seller may assign the St. George Lease to Buyer, subject only to the prior written consent of TSM.

h. **Stations' Facilities and FCC Compliance.** The Stations' antennae, transmitters and other equipment identified in Exhibit B are, and on the Closing Date will be: (a) in good operating condition and repair, ordinary wear and tear excepted, and not in need of repair or replacement; (b) operating in accordance with industry standards of good engineering practice; and (c) operating in compliance with the FCC Authorizations.

i. **Disclosure.** No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished, or to be furnished, by Seller to Buyer

pursuant hereto, or in connection with the transactions contemplated hereby contains, or will knowingly contain any false statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents, warrants, and covenants to Seller as follows:

a. **Buyer's Organization and Standing.** Buyer is an individual of at least twenty-one (21) years of age with legal capacity to execute, deliver and perform this Agreement.

b. **Disclosure.** No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished, or to be furnished, by Buyer to Seller contains, or will knowingly contain any false statement of a material fact.

8. **RISK OF LOSS.** Risk of loss, damage, or destruction to the property and assets to be sold and conveyed hereunder shall be upon the Seller until the Closing Date, and after Closing is consummated upon the Buyer.

9. **ACCESS TO INFORMATION.** Seller shall accord access, during normal business hours prior to Closing, to Buyer or its designated representative to review the assets listed in Exhibit B.

10. **BROKERS.** Buyer and Seller hereby represent and warrant to the other that neither is bound or obligated to pay any sales Commission, brokers or finders fees in connections with the transaction contemplated herein, other than Seller's obligation to pay a brokerage fee to Kalil and Co., Inc.

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

a. The FCC shall have issued the FCC Consent, which shall have become a Final Order as set forth in Paragraph 4.a. herein.

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

c. Seller shall hold valid, current and unexpired FCC Authorizations for the Stations.

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

e. ATC shall have granted its written consent to the assignment of the Ventura Lease from Seller to Buyer, and TSM shall have granted its written consent to the assignment of the St. George Lease from Seller to Buyer.

12. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE.

Seller shall not be obligated to close this Agreement unless and until the following conditions precedent are met:

a. The FCC Consent shall have been issued and shall have become a Final Order as set forth in Paragraph 4.a. herein.

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

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

d. ATC shall have granted its written consent to the assignment of the Ventura Lease from Seller to Buyer, and TSM shall have granted its written consent to the assignment of the St. George Lease from Seller to Buyer, and such consents shall be without condition that Seller is obligated to remain liable or responsible for performance under the Leases in any capacity or manner following Closing.

13. INDEMNIFICATION BY SELLER. Seller shall indemnify and hold harmless Buyer against and in respect of:

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

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

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

a. Operation after Closing. Any and all liabilities, obligations, claims and demands arising after the Closing Date out of the operation of the Stations, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any other operations of Buyer after the Closing Date, or any breach by Buyer of this Agreement or any inaccuracy in or breach by Buyer of the Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

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

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

a. Pay to Seller the purchase price as described and/or calculated in paragraph 2 herein.

b. Deliver to Seller such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement.

c. Execute and deliver to Seller an Assignment and Assumption of Leases.

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

a. Deliver to Buyer the FCC Authorizations for the Stations together with such assignments of the same as Buyer may reasonably require.

b. Deliver to Buyer such assignments, bills of sale and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the Stations and assets being transferred and assigned herein free and clear of all liens and encumbrances whatsoever.

c. Execute and deliver to Buyer the written consent of ATC and TMS, respectively, to the assignment of the Ventura Lease and the St. George Lease by Seller to Buyer, and an Assignment and Assumption of Leases.

17. SURVIVAL OF WARRANTIES. All representations, warranties, and covenants made by the parties in the Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect for a period of one (1) year.

18. NO ASSIGNMENT. This Agreement may not be assigned by Buyer without Seller's prior written consent. Notwithstanding the foregoing, if Buyer wishes to assign this Agreement to a business entity (a corporation or limited liability company), in which Buyer has majority ownership and control, Seller's consent shall be presumed and Buyer shall only be required to provide prior notice of such assignment.

19. TERMINATION. This Agreement may be terminated at any time prior to Closing: (a) by the mutual consent of Seller and Buyer; (b) by Buyer or Seller if the FCC has denied the assignment of FCC Authorizations contemplated by this Agreement in an order which has become a Final Order; (c) by Buyer or Seller if ATC or TSM has not issued its consent to the assignment of the Ventura Lease, in the case of ATC, or the St. George Lease, in the case of

TSM, as provided for in paragraphs 11(e) or 12(d), above; or (d) by either Buyer or Seller, upon written notice, if the Closing shall not have taken place by the first anniversary of the date on which the application for FCC Consent (described in Paragraph 4.b. above) is filed with the FCC.

20. TERMINATION ON NOTICE FOR HEARING. If the Commission designates the application contemplated by this Agreement for hearing by action no longer subject to reconsideration or administrative review, either party shall have the option of terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such an event this Agreement shall terminate at the option of either party and both parties shall then be relieved of any and all liabilities or obligations hereunder.

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

If to Seller: John B. Casoria, Esq., Assistant Secretary
Trinity Broadcasting Network
P.O. Box C-11949
Santa Ana, California 92711

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

If to Buyer: Obidia Porras
12601 El Dorado Place
Victorville, California 92392

With Copy to: Shelley Sadowsky, Esq.
Dickstein Shapiro LLP
1825 Eye St., NW
Washington, D.C. 20006-5403

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

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

23. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

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

25. **COUNTERPARTS.** This Agreement may be executed in several counterparts all of which taken together shall constitute one Agreement. Electronic or facsimile copies of the signatures hereto shall be treated as original signatures for all purposes.

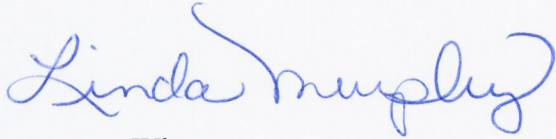
26. **NO RETAINED INTEREST.** Following Closing, Seller shall not have any retained or reversionary interests in the Stations, as specified in FCC Rule 73.1150, 47 CFR § 73.1150.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this

4th day of December 2008.

SELLER:

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



Witness

By: 

John Casoria, Assistant Secretary

BUYER:

OBIDIA PORRAS, AN INDIVIDUAL

By: _____

Obidia Porras, Individually

Witness

SELLER:

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

Witness

By: _____
John Casoria, Assistant Secretary

BUYER:

OBIDIA PORRAS, AN INDIVIDUAL

Witness

By: Obidia Porras
Obidia Porras, Individually