

## TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement (the "Agreement"), dated this 27<sup>th</sup> day of June, 2008, by and between CSN International, a California not-for-profit corporation ("Licensee"), and Calvary Radio Network, Inc., also a California not-for-profit corporation (the "Broker").

WHEREAS, Seller is the owner of certain Radio Broadcast Stations and translators, fully identified in Exhibit A, attached hereto (the "Stations"), and holds licenses issued by the Federal Communications Commission ("FCC") for the operation of such stations; and,

WHEREAS, Licensee is engaged in the business of radio broadcasting on Stations; and is willing to permit Broker to air its programming over Stations, in accordance with the terms and conditions of this Agreement;

WHEREAS, Licensee and Broker expect to enter into a written agreement under which Broker will acquire the licenses of Stations, subject to the prior written approval of the FCC; and

WHEREAS, for a period of nine (9) months, or until the Stations' licenses are acquired by Broker, or until the purchase agreement is terminated for any reason, whichever comes first, Licensee desires to sell all of Stations' programming time, twenty-four (24) hours per day, to Broker, and Broker desires to purchase such time for the purpose of airing programming over stations;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

### W I T N E S S E T H:

Licensee agrees to make all of Stations' programming time available, twenty-four (24) hours per day, to air programming provided to it by Broker. Other than the programming time sold to Broker pursuant hereto, and any programming preempted by Licensee, the Stations will not air other

programming time during the term of the Agreement.

As full consideration for the purchase of Stations' broadcast time, Broker shall reimburse Licensee for all reasonable operating expenses during the term of this Agreement, including but not limited to employee salaries and expenses, rent, utilities, insurance, and routine legal and engineering expenses connected with the day-to-day operations of the Stations and the preservation of any construction permits which are to be conveyed to Broker, but no monthly payment shall exceed One Hundred Thousand Dollars (\$100,000.00). Should Licensee preempt any of Broker's programming, Broker shall be entitled to a pro rata reduction in the amount of reimbursement. Licensee shall supply Broker with written proof of all such expenses and payments, e.g. bills, cancelled checks, etc.

Payment shall be made monthly on or prior to the thirtieth (30<sup>th</sup>) day following broker's receipt of proof of payments. If there is a dispute over any item for which licensee seeks reimbursement from Broker, Broker will notify Licensee in writing and the disputed amount need not be paid until the matter is resolved as provided for herein. The time purchased by Broker shall commence at 12:01 a.m., on July 1, 2008 and shall continue for thirty (30) days; provided, however, that if an application is filed with the FCC for assignment of the Station Licenses to Broker, this Agreement shall continue for a period of nine (9) months thereafter, until Broker acquires the license of Stations, pursuant to the prior approval of the Federal Communications Commission, or until the purchase agreement is terminated for any reason, whichever comes first.

Broker shall retain all revenue it may collect pursuant to donations to Stations during the life of this agreement. Donations, including donations for the mention of commercial products or businesses, aired prior to the commencement of this Time Brokerage Agreement shall belong to

Licensee, and all expenses associated with such programming shall be the obligation of Licensee.

All programming provided to Stations shall be in good taste, and in accordance with good broadcast standards. All entertainment and non-entertainment programming, as well as donor promotional announcements supplied by Broker shall comply with all applicable federal, state and local regulations and policies and shall be produced at the direction of Broker.

Notwithstanding anything herein to the contrary, Licensee shall maintain complete control over its programming in compliance with all of the rules and regulations of the Federal Communications Commission and, shall be solely responsible for meeting all of the Commission's requirements with respect to its local service obligations, including, but not limited to, its obligation in its absolute discretion to preempt Broker's programming for the purpose of broadcasting programming of interest to the listeners, compiling issues/programs lists, and maintaining the Stations' main studios which shall house the Stations' public inspection files.

The Stations' day-to-day activities shall be directed by the Stations' general managers, who may also be the stations' chief operators, and who are based at Stations' main studios. Licensee shall be responsible for insuring that qualified control operators monitor and control the Stations' transmissions at all times, in full conformity with FCC requirements. Licensee shall pay its creditors in a timely fashion consistent with good reasonable efforts, and will be responsible for all late charges or other charges related to not paying the bills on time. Should Broker be required to pay any late charges or other penalties due to Licensee's failure to make timely payments, Licensee shall indemnify and promptly reimburse Broker for all such charges.

Licensee shall maintain all equipment necessary for broadcasting by the Stations in a condition consistent with good broadcast engineering practices and in compliance in all material

respects with the applicable rules and regulations of the Commission. All capital expenditures reasonably required to maintain the quality of the Stations' signals shall be made at the expense of Licensee in a timely fashion and shall not be subject to reimbursement by Broker; provided, however, that capital expenditures needed to replace equipment which becomes defective during the term of this Agreement and must be replaced to keep the Stations or any of them on the air, will be reimbursed.

Notwithstanding Broker's obligation to reimburse Licensee for such costs, Licensee shall be responsible for the salaries, taxes, insurance and related costs for all personnel utilized in the management and operation of the Stations. Licensee shall also be responsible for all expenses related to its studios and broadcast transmissions, including, but not limited to, tower and studio rent, maintenance, utilities, telephone, insurance on its facilities, automobile expense strictly related to necessary station operations, and taxes relating to its operation of Stations. Any moneys refunded to Licensee for overpayment, early termination of policies, or the like, on items which Broker has reimbursed Licensee, shall be promptly returned to Broker.

Broker shall be responsible (1) for the salaries, taxes, insurance and related costs for all of its personnel utilized in the production of programming supplied to Stations as well as in the procuring of all donor announcements included with that programming; (2) for all costs incurred in program production, to the extent said production is done by Broker; and (3) billing and accounts receivable collection. Music license fees for programming aired by Broker shall be paid by Broker.

Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Stations during the term of this Agreement. The general managers of the Stations shall report solely to, and be accountable solely to, Licensee and

shall direct the day-to-day operation of the Stations. Licensee shall retain control in its absolute discretion over the operations of the Stations.

Licensee shall also have the right to take any other actions necessary for compliance with the laws of the United States, the various states, and the rules, regulations, and policies of the Federal Communications Commission.

During the term of this Agreement, the Broker shall be responsible for, and shall maintain and deliver to the Stations, such records and information in its possession which may be required by the Commission to be placed in the public inspection files of the Stations pertaining to the broadcast of political programming which Broker has provided, in accordance with the provisions of Sections 73.1941 and 73.3527 of the Commission's rules. The Broker shall also consult with the Stations and adhere strictly to the rules, regulations and policies of the Commission, as announced from time to time, with respect to the carriage of political programming (including, without limitation, the rights of candidates and, as appropriate, other to "equal opportunities", and the carriage of contrasting points of view with respect to such "issue-oriented" advertising which may be broadcast). The Broker will provide to the Stations such documentation relating to such programming which it has sold as the Stations shall reasonably request. The Broker shall indemnify the Stations for any claim, demand, cost or expense (including reasonable attorney's fees) arising from the broadcast of any such material which it has provided the Stations during the term of this Agreement. Licensee shall indemnify Broker for any claim, demand, cost or expense (including reasonable attorney's fees) arising from the broadcast of any such material not sold or provided by Broker.

Broker and Licensee each agree that the throughout the term of this Agreement they will comply with all laws and regulations applicable in the conduct of the Stations' business.

The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this Agreement:

Licensee, Stations, or Broker shall default in the material observance or performance of any material covenant, condition, or agreement contained herein.

Any material representation or warranty herein made by Broker or Licensee to the other or in any certificate or document furnished by Broker or Licensee to the other pursuant to the provisions hereof, shall prove to be false or misleading in any material respect as of the time made or furnished.

Unless otherwise provided herein, an Event of Default shall not be deemed to have occurred until twenty (20) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, except for Events of Default as otherwise provided herein, and specifying the actions necessary to cure within said period. This period may be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

In the event of the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement provided said party is not then also in default. In the event that a dispute arises under this provision and litigation ensues, the prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and the parties agree that California law shall govern in any such dispute with the matter to be decided by the courts in the state of California.

In the event that Licensee's license to operate any of the Stations is not renewed or is revoked by a final order of the Commission, this Agreement, and any renewal thereof, shall terminate with respect to such Station. For purposes of this Agreement, a "final order" shall mean an order of the Commission which has not been reversed or stayed, and as to which no administrative or judicial appeal, reconsideration, or review is pending or has been requested, and with respect to which the time for the institution of any further appellate proceedings has expired.

Should this agreement be terminated for any reason other than the breach of this Agreement by Broker, Broker shall be entitled to all accounts receivable of Stations which are outstanding at the date of termination.

Both Licensee and Broker represent that they are legally qualified, empowered, and able to enter into this Agreement.

Licensee certifies that it maintains ultimate control over stations finances, personnel and programming. Broker certifies that the agreement complies with Sections 73.3555(a)(1) and 73.3555(e)(1) of the Commission's rules.

No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing, and then such waiver and consent shall be effective only in the specific instance for the purpose of which given.

No failure or delay on the part of either party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

This Agreement shall be construed in accordance with the laws of the state of California, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulation now or hereafter in force and to the regulations of the Commission and all other governmental bodies or authorities presently or hereafter to be constituted.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart.

Any notice required shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, by Federal Express, or mailed by certified mail, postage prepaid, with return receipt requested, and addressed as follows:

If to Licensee:

CSN International  
2521 W. Sunflower N3  
Santa Ana, California 92704  
Fax: (760) 770-6545

With a copy to:

Lauren A. Colby, Esquire  
Law Office of Lauren A. Colby  
10 East 4<sup>th</sup> Street  
Frederick, Maryland 21701  
Fax: (301) 663-1086

If to Broker:

Calvary Radio Network, Inc.  
3232 W. MacArthur Boulevard  
Santa Ana, California 92704  
Fax: (760) 770-3939

With a copy to:

Jerrold Miller  
Miller and Neely, PC  
6900 Wisconsin Avenue  
Suite 704  
Bethesda, Maryland 20815  
Fax: (301) 986-4162

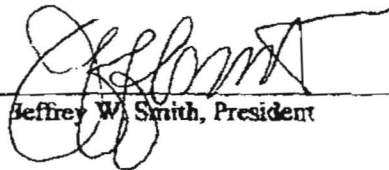


This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall have the same force and effect as a single executed Agreement.

In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

**CSN INTERNATIONAL, Licensee**

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

  
Jeffrey W. Smith, President

**CALVARY RADIO NETWORK, INC., Broker**

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

  
Charles W. Smith, President

## EXHIBIT A

## Broadcast Authorizations Licensed to CSN International

Call Sign	Community of License	Class	Status
KAJC	Millersburg, Oregon	FM	Licensed
KIHS	Adel, Iowa	FM	Licensed
KJCQ	Westwood, California	FM	Licensed and Silent
KJCU	Fort Bragg, California	FM	Licensed
KKCF	Cannon AFB, New Mexico	FM	Licensed
KPKJ	Mentmore, New Mexico	FM	CP Off Air
KWJT	Rathdrum, Idaho	FM	Licensed
KYWH	Lockwood, Montana	FM	Licensed
WAJC	Wilson, North Carolina	FM	Licensed and Silent
WCJL	Morgantown, Indiana	FM	Licensed and Silent
WFGL	Fitchburg, Massachusetts	AM	Licensed
WGPS	Elizabeth City, North Carolina	FM	Licensed
WHLP	Hanna, Indiana	FM	Licensed
WJCE	Elkton, Michigan	FM	CP Off Air
WICO	Montpelier, Indiana	FM	Licensed
WJCX	Pittsfield, Maine	FM	Licensed
WJCY	Cicero, Indiana	FM	Licensed
WJCZ	Milford, Illinois	FM	Licensed
WJJI	Norlina, North Carolina	FM	Licensed and Silent
WIWD	Marshall, Wisconsin	FM	Licensed
WJWT	Gardner, Massachusetts	FM	Licensed
WOJC	Crothersville, Indiana	FM	Licensed
WPGT	Roanoke Rapids, North Carolina	FM	Licensed
WPJC	Pontiac, Illinois	FM	Licensed
WQKO	Howe, Indiana	FM	Licensed
WTMK	Wanatah, Indiana	FM	Licensed
WWFP	Brigantine, New Jersey	FM	Licensed
<del>K210DQ</del>	<del>North Las Vegas, Nevada</del>	<del>FX</del>	<del>Licensed</del>
K210DQ	Laytonville, California	FX	Licensed
K210DZ	Willits, California	FX	Licensed
W214BJ	Murfreesboro, North Carolina	FX	Licensed
W204AZ	Madison Heights, Virginia	FX	Licensed
W260AB	Raleigh, North Carolina	FX	Licensed and Silent
W229AN	Providence, Rhode Island	FX	Licensed and Silent
W284BA	Warwick, Rhode Island	FX	Licensed and Silent
W221BY	Elgin, Illinois	FX	Licensed and Silent
W264BF	Englewood, Illinois	FX	Licensed
W292DJ	Lake Bluff, Illinois	FX	Licensed
W276BM	Park Forest, Illinois	FX	Licensed
W260BL	Waukegan, Illinois	FX	CP Off Air
W293AL	Rochester, Indiana	FX	Licensed and Silent
W223AU	South Bend, Indiana	FX	Licensed
W240BJ	Crown Point, Indiana	FX	Licensed
W266AO	Buffalo, Indiana	FX	Licensed
W260BR	Auburn, Indiana	FX	Licensed
W255BH	Bremen, Indiana	FX	Licensed

CW5

W277AK	Fort Wayne, Indiana	FX	Licensed
W251AR	Goshen, Indiana	FX	Licensed
W300AL	Mishawaka, Indiana	FX	Licensed
W270AU	Madison, Wisconsin	FX	Licensed
W274AQ	Battle Creek, Michigan	FX	Licensed and Silent
W247AM	Kalamazoo, Michigan	FX	Licensed
W254BG	Warsaw, Indiana	FX	Licensed
W222AS	West Lafayette, Indiana	FX	Licensed
K233BT	Des Moines, IA	FX	Licensed