

**AGREEMENT TO ASSIGN CONSTRUCTION PERMIT**

**THIS AGREEMENT** dated this 31 day of August 2005, by and between: (1) Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network, a nonprofit California Corporation (herein referred to as "Assignor"), and (2) Western Family Television, Inc., a nonprofit Montana Corporation (herein referred to as "Assignee").

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

**WHEREAS**, Assignor holds a valid, current, and unexpired Construction Permit issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate low power television station KJCX-LP (formerly K40HG), Channel 40, Bozeman, Montana, Facility ID No. 129343 (FCC File No. BNPTT-20000831BSM) (herein referred to as "Station"); and

**WHEREAS**, Assignor is desirous of assigning Station to Assignee, and Assignee is desirous of acquiring Station from Assignor;

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

1. **TRANSFER OF ASSETS.** Subject to the approval of the FCC and to the terms and conditions hereof, Assignor agrees to assign and Assignee agrees to receive the following assets, all of which Assignor agrees are free and clear of any and all liens and encumbrances of any nature whatsoever (hereinafter "Assets").

a. **FCC Authorization.** The Station's FCC authorization for construction and operation of Channel 40, Bozeman, Montana, as listed in Exhibit A, and hereby incorporated herein.

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

c. Cash and Accounts Receivable. No cash, bank deposits, or accounts receivable of Assignor 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, Assignee agrees to air Assignor's program service "JC-TV" for a period of five years in accordance with the terms of the Commercial Station Airtime Contract attached hereto as Attachment B. "JC-TV" is a religious, entertainment and informational program service designed for adolescents. Assignor and Assignee also agree as follows:

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

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. AIRTIME CONTRACT. At the Closing Buyer and Seller shall sign and deliver to each other a Commercial Station Program Airtime Contract substantially in the form as attached hereto as Attachment B.

4. FCC APPROVAL

a. FCC Approval Required. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Assignee, to the assignment from Assignor to Assignee of the FCC authorization of Assignor relating to the construction and operation of the Station, and said consent having become final. For purposes of this Agreement, such consent shall be deemed to have become final after it is granted and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, petition to deny, request for stay, petition for

rehearing, or appeal of such order has expired and no protest, petition to deny, request for stay, petition for rehearing or appeal is pending. The parties may mutually agree to waive the requirement that said consent shall have become final.

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 to the transaction herein set forth, and to file said application (i.e., FCC Form 345) with the FCC not later than twenty (20) 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 Station's authorization from Assignor to Assignee will be borne equally by Assignor and Assignee.

5. CLOSING DATE AND PLACE. The Closing shall take place within twenty (20) days of the date of the Commission's consent to the assignment of Station to Assignee becomes final (as defined in paragraph 4.a, herein), provided the conditions specified in this 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. 20003, or at such other place and in such manner as Assignee and Assignor may agree.

6. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES. Assignor represents, warrants, and covenants as follows:

a. Organization and Standing of Assignor. Assignor is a legally formed and constituted corporation in good standing under the laws where it is located and doing business.

b. Assignor's Authority. Except as specifically stated in this Agreement, Assignor has full power and authority to sell, transfer, assign, and convey the Station and all Assets herein sold and assigned, and to execute, deliver and perform this Agreement. No action or proceeding is pending or, to the knowledge of the Assignor, threatened, or on the Closing Date will be threatened or pending, before the FCC or any other governmental or judicial body, for the cancellation, or material and adverse modification, of Station's FCC license or any other governmental authorization(s).

c. Claims and Litigations. There is no claim or litigation or proceeding pending or, to Assignor's knowledge, threatened which affects the title or interest of Assignor to or in the Assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, use, or operation of the Station by Assignee.

d. Disclosure. No representation or warranty made by Assignor in this Agreement, or any statement or certificate furnished, or to be furnished by Assignor to Assignee pursuant hereto, or in connection with the transactions contemplated hereby, contains, nor will contain, any untrue 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. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES. Assignee represents, warrants, and covenants to Assignor as follows:

a. Assignee's Organization and Standing. Assignee is a nonprofit corporation duly organized and validly existing and in good standing under the laws of the State of Montana, and possesses all corporate power necessary to own and operate Station and carry out the provisions of this Agreement.

b. Assignee's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Assignee's board of directors, which possesses the authority under Assignee's articles of incorporation and bylaws to grant such authorization.

c. Disclosure. No representation or warranty made by Assignee in this Agreement, or any statement or certificate furnished, or to be furnished, by Assignee to Assignor pursuant hereto, or in connection with the transactions contemplated hereby, contains, nor will contain, any untrue statement of material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

8. BROKERS. Assignee and Assignor hereby represent and warrant to the other that neither is bound or obligated to pay any sales commission, brokers or finders fees in connection with the transactions contemplated herein.

9. CONDITION'S PRECEDENT TO ASSIGNEE'S OBLIGATIONS TO CLOSE. Assignee shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of the Station authorization to construct and/or modify the Station from Assignor to Assignee and said consent shall have become final as set forth in paragraph 4.a herein.

b. Assignor 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. Assignor shall hold a valid, current and unexpired construction permit for the Station.

d. The representations and warranties of Assignor 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.

10. CONDITIONS PRECEDENT TO ASSIGNOR'S OBLIGATIONS TO CLOSE.

Assignor shall have no obligations to close this Agreement unless and until the following conditions precedent are met:

a. The FCC has given its consent to the assignment of the FCC authorizations to construct and/or modify the Station from Assignor to Assignee and said consent shall have become final as set forth in paragraph 4.a herein.

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

c. Assignee 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 at the Closing Date.

11. ASSIGNEE'S PERFORMANCE AT CLOSING. At the Closing, Assignee shall:

a. Execute and deliver to Assignor the Commercial Station Airtime Contract described in paragraph 2 herein and attached as Exhibit B hereto.

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

c. Deliver to Assignor a certified copy of a resolution of Assignee's board of directors authorizing the consummations of the transactions provided for in this Agreement.

12. ASSIGNOR'S PERFORMANCE AT CLOSING. At the Closing, Assignor shall:

a. Deliver to Assignee the FCC authorization listed in Exhibit A, together with such assignments of the same as Assignee may reasonably require.

b. Execute and deliver to Assignee the Commercial Station Airtime Contract described in paragraph 2 herein and attached as Exhibit B hereto.

c. Deliver to Assignee such assignments and further instruments of conveyance as Assignee may reasonably require, as determined by Assignee's counsel, to effectuate the assignment from Assignor to Assignee of the Station and the Assets being transferred and assigned herein.

d. Deliver to Assignee a certified copy of a resolution of Assignor's board of directors, partners, or joint venturers authorizing the consummation of this Agreement and the transactions contemplated herein.

13. NO ASSIGNMENT. This Agreement may not be assigned by Assignee without Assignor's prior written consent.

14. TERM

a. Term of Agreement. This Agreement shall be in effect for a term commencing on the date of this Agreement and terminating at 12:00 midnight eight (8) months later. In the event the Closing of this transaction shall not take place within the time limit herein above set forth solely by reason of the inability of Assignor or Assignee to provide the various consents and approvals as set forth in paragraph 4 herein, then this Agreement shall automatically terminate and both parties shall be relieved of any further liability or obligations hereunder.

b. Termination on Notice for Hearing. If the FCC 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.

15. SPECIFIC PERFORMANCES. The parties recognize the uniqueness of the Station and the assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Assignee shall have the right to specific performance of this Agreement upon default of Assignor. Election by Assignee of this equitable right to specific performance shall not be in lieu of any claim to damages.

16. 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 Assignee: Roger Lonnquist, Chairman  
Western Family Television, Inc.  
P. O. Box 4218  
Helena, Montana 59604-4218

With Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Assignor: 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



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

17. FURTHER 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.

18. CONSTRUCTION. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

19. COUNTERPARTS. This Agreement may be executed in several counterparts all of which when taken together shall constitute one Agreement. Facsimile and/or electronic signatures of this Agreement shall be treated as original signatures for all purposes.

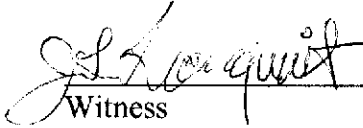
20. JOINT PREPARATION OF AGREEMENT. Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the "drafter."

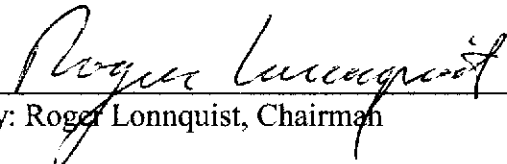
21. LITIGATION--COSTS AND EXPENSES. In the event of litigation in connection with or concerning the subject of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorney fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**ASSIGNEE:**

**WESTERN FAMILY TELEVISION, INC.**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By: Roger Lonquist, Chairman

**ASSIGNOR:**

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

\_\_\_\_\_  
Witness

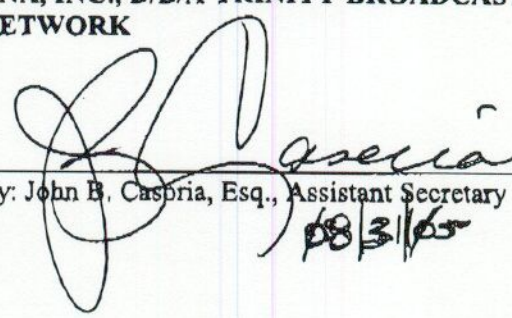
\_\_\_\_\_  
By: John B. Casoria, Esq., Assistant Secretary

ENGINEERING DEPARTMENT Fax:7147300661

Aug 31 2005 15:09

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date  
first above written.

**ASSIGNEE:****WESTERN FAMILY TELEVISION, INC.**\_\_\_\_\_  
Witness\_\_\_\_\_  
By: Roger Lonnquist, Chairman**ASSIGNOR:****TRINITY CHRISTIAN CENTER OF SANTA  
ANA, INC., D/B/A TRINITY BROADCASTING  
NETWORK**  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
By: John B. Caspria, Esq., Assistant Secretary  
08/31/05

**ATTACHMENT A**

**AUTHORIZATION TO BE ASSIGNED**

**United States of America**  
**FEDERAL COMMUNICATIONS COMMISSION**  
**LOW POWER TELEVISION/TELEVISION TRANSLATOR**  
**BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

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TRINITY BROADCASTING NETWORK  
P.O. BOX C-11949  
SANTA ANA CA 92711

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Hossein Hashemzadeh  
Associate Chief  
Video Division  
Media Bureau

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Facility Id: 129343

Grant Date: September 11, 2003

This permit expires 3:00 a.m.  
local time, 36 months after the  
grant date specified above.

Call Sign: K40HG

Permit File Number: BNPTT-20000831BSM

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: TRINITY BROADCASTING NETWORK

Station Location: MT-BOZEMAN

Frequency (MHz): 626 - 632

Offset: PLUS

Channel: 40

Hours of Operation: Unlimited

Callsign: K40HG

Permit No.: BNPTT-20000831BSM

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

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

Description: AND AL8

Major lobe directions (degrees true): Not Applicable

Beam Tilt: Not Applicable

Antenna Coordinates: North Latitude: 45 deg 39 min 33 sec

West Longitude: 111 deg 03 min 22 sec

Maximum Effective Radiated Power (ERP) Towards Radio Horizon: 5 kW

Maximum ERP in any Horizontal and Vertical Angle: 10 kW

Height of radiation center above ground: 50 Meters

Height of radiation center above mean sea level: 1550 Meters

Antenna structure registration number: 1036212

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

Special operating conditions or restrictions:

- 1 The authorization of a license to operate this station is conditioned upon the use of a transmitter that has been type accepted or meets Commission type acceptance requirements at a visual carrier frequency tolerance of plus/minus 1 kHz. In the event the transmitter has not been type accepted at this tolerance, the permittee shall, in the license application, provide full engineering data that demonstrates compliance with Section 74.750 (c) (3) (iii) of the Commission's Rules.
- 2 This authorization is subject to the condition that low power television is a secondary service, and that low power television and television translator stations must not cause interference to the reception of existing or future full service television stations on either allotted NTSC or DTV channels, and must accept interference from such stations.

\*\*\* END OF AUTHORIZATION \*\*\*

**ATTACHMENT B**

**COMMERCIAL STATION AIRTIME CONTRACT**

<h2 style="text-align: center;">Commercial Station Airtime Contract</h2>	For the Station(s):  <h3 style="text-align: center;">KJCX-LP, BOZEMAN, MONTANA</h3>	
	CONTRACT NO.	SPOT NUMBER

PROGRAMMER (OR ITS AGENT) ADDRESS  <b>P. O. Box C-11949 Santa Ana, California 92711</b>  Phone: 714-832-2950		PROGRAMMER <b>Trinity Broadcasting Network</b>	PROGRAM/SPOT TITLE <b>JC-TV Program Feed</b>			
		ATTENTION	DATE <b>August __, 2005</b>			
		BILLING TERMS <b>August 31 2005 Agreement to Assign Construction Permit</b>	CANCELLATION NOTICE REQUIRED <b>N/A</b>			
LINE NO	DAY	TIME FROM TO	EFFECTIVE DATES	LENGTH	FREQ.	NET RATE

For one dollar (\$1.00) and the additional consideration specified in the Agreement to Assign Construction Permit dated August 31, 2005, KJCX-LP, Bozeman, Montana ("Station") hereby sells to the Trinity Broadcasting Network ("TBN"), and TBN hereby purchases from Station, up to twenty-two (22) hours per day, seven (7) days per week, with the station reserving such time as it finds necessary to fulfill its public interest obligation under the Communications Act of 1934, as amended, and the regulations of the FCC.

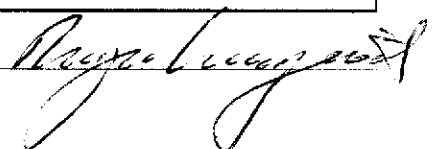
**BROADCAST RIGHTS:** The Programmer hereby warrants that it holds and has authority to assign the lawful rights to perform, broadcast, transmit and copy all material contained in programming which it will supply to the Station. Programmer hereby undertakes to indemnify the Station and hold it harmless from any action, civil or criminal, with respect to any violation of the copyright laws of the United States in any foreign country and with respect to any other rule of law vesting any property right in any party and arising out of the programming materials supplied to the Station by the Programmer or derivatives of those materials created under the authority of this agreement.

**THE CONDITIONS ON THE BACK OF THIS CONTRACT APPLY EXCEPT AS NOTED:**

**POWER REDUCTIONS OR INTERRUPTIONS.** If, due to technical problems, mechanical, equipment or electronic malfunctions or breakdowns, public emergency or necessity, force majeure, labor disputes, or for any other cause, the Station is forced to reduce its operating power, such an occurrence shall not be construed as a breach hereof. Compliance with the rules and regulations of the Federal Communications Commission concerning such reduced power operations shall act to continue this agreement in full force and effect regardless of the Station's operation power.

ACCEPTED FOR PROGRAMMER \_\_\_\_\_

ACCEPTED FOR STATION \_\_\_\_\_





SEP-01-2005 11:44

J.B. CASORIA

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<b>Commercial Station Airtime Contract</b>	For the Station(s):  <b>KJCX-LP, BOZEMAN, MONTANA</b>	
	CONTRACT NO.	SPOT NUMBER

PROGRAMMER (OR ITS AGENT) ADDRESS  <b>P. O. Box C-11949 Santa Ana, California 92711</b>		PROGRAMMER <b>Trinity Broadcasting Network</b>		PROGRAM/SPOT TITLE <b>JC-TV Program Feed</b>	
ATTENTION		DATE <b>August __, 2005</b>		CANCELLATION NOTICE REQUIRED <b>N/A</b>	
BILLING TERMS <b>August __, 2005 Agreement to Assign Construction Permit</b>		EFFECTIVE DATES		LENGTH	NET RATE
LINE NO	DAY	TIME FROM TO	EFFECTIVE DATES	LENGTH	NET RATE

For one dollar (\$1.00) and the additional consideration specified in the Agreement to Assign Construction Permit dated August \_\_, 2005, KJCX-LP, Bozeman, Montana ("Station") hereby sells to the Trinity Broadcasting Network ("TBN"), and TBN hereby purchases from Station, up to twenty-two (22) hours per day, seven (7) days per week, with the station reserving such time as it finds necessary to fulfill its public interest obligation under the Communications Act of 1934, as amended, and the regulations of the FCC.

**BROADCAST RIGHTS:** The Programmer hereby warrants that it holds and has authority to assign the lawful rights to perform, broadcast, transmit and copy all material contained in programming which it will supply to the Station. Programmer hereby undertakes to indemnify the Station and hold it harmless from any action, civil or criminal, with respect to any violation of the copyright laws of the United States or any foreign country and with respect to any other rule of law vesting any property right in any party and arising out of the programming materials supplied to the Station by the Programmer or derivatives of those materials created under the authority of this agreement.

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ACCEPTED FOR PROGRAMMER

ACCEPTED FOR STATION

**J. B. Casoria**  
**Assistant Secretary**

## CONDITIONS

This contract is based upon a form approved in 1970 by the American Association of Advertising Agencies, Inc., National Association of Broadcasters, Station Representatives Association and Television Bureau of Advertising. Such approval does not mean that any parties contracting for television time are obligated to use this form or these conditions.

If this contract is signed by the Programmer or Advertiser, all references hereinbelow to "AGENCY" are to the Programmer or Advertiser. If this contract is signed by the Programmer's or Advertiser's Agent all references hereinbelow to "AGENCY" are to the Programmer's or Advertiser's Agent. The parties hereby agree that this contract shall be governed by the following terms and conditions.

### 1. PAYMENT AND BILLING:

As stated on front of contract.

### 2. TERMINATION:

Commercial announcements or programs of 30 minutes duration may be cancelled by STATION upon 14 days prior notice, but no such cancellation shall be effective until 28 days after start of telecasting hereunder, unless otherwise stated on face of confirmation.

### 3. FAILURE TO TELECAST

- a. If, due to public emergency or necessity, *force majeure*, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond STATION's control, there is an interruption or omission of both the audio and video signals of any commercial announcement or program contracted to be telecast hereunder, STATION may suggest a substitute time period for the telecast of the interrupted or omitted commercial announcement or program. If no such substitute time period is acceptable to PROGRAMMER, STATION shall allow PROGRAMMER (1) with respect to a program a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at time of purchase, and (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase.
- b. Failure of either the audio or video signal, but not both, shall entitle PROGRAMMER to a reasonable reduction in the time charges hereunder.

### 4. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

- a. STATION shall have the right to cancel any telecast or portion thereof covered by this contract in order to telecast any program which, in its absolute discretion, it deems to be of public significance. In any such case, STATION will notify PROGRAMMER in advance if reasonably possible, but where such notice cannot reasonably be given, STATION will notify PROGRAMMER within one business day after such scheduled telecast has been cancelled.

### 5. PROGRAM AND COMMERCIAL MATERIAL

- a. Unless otherwise noted in this contract, all program material and all commercial announcement material shall be furnished by PROGRAMMER. All expenses connected with the delivery of commercial announcements to STATION, and with return therefrom, if return is directed, shall be paid by PROGRAMMER.
- b. If, due to public emergency or necessity, *force majeure*, restriction imposed by law, acts of God, labor disputes or for any other cause beyond PROGRAMMER's control, PROGRAMMER cannot provide commercial and/or program material prior to scheduled telecast hereunder, PROGRAMMER shall not be liable to STATION. In such event, STATION shall suggest a substitute day and time period for telecast of said commercial and/or program material. If no such substitute day and time period is mutually agreed upon, STATION shall automatically extend the term of this contract to accommodate the missed programming.
- c. Television program commercial material provided by PROGRAMMER is subject to STATION approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality.

### 6. TELECAST LIABILITIES

STATION agrees to hold and save PROGRAMMER and Advertiser harmless against all liability resulting from the telecast of (1) program material except program material furnished by PROGRAMMER and (2) musical compositions licensed for telecasting by a music licensing organization of which STATION is a licensee. Programmer agrees to hold and save STATION harmless against all liability resulting from the telecast of commercial material or program material furnished by PROGRAMMER except musical compositions licensed as stated above.

### 7. GENERAL

- a. STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to program or commercial material and other property furnished by PROGRAMMER in connection with telecasts hereunder. STATION will not accept or process mail, correspondence, or telephone calls in connection with telecasts except after prior approval.
- b. This contract, including rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing. Failure of STATION or PROGRAMMER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- c. This contract contains the entire agreement between the parties relating to the subject matter herein contained and no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties.
- d. This contract contained the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties.
- e. This Agreement is to be governed by and construed in accordance with the laws of the state of California, without regard to any conflicts of law provisions. Any suit brought hereon shall be brought in the state or federal courts sitting in Orange County, California, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party further agrees that any such court shall have *in personam jurisdiction* over it and consents to service of process in any manner authorized by California law.
- f. If any suit, appeal, or other action is commenced by a party to establish, maintain, or enforce, any right or remedy arising from this Agreement, the losing party shall pay all reasonable attorney's fees and litigation or appeal expenses incurred therein by the prevailing party, to the extent awarded by the court or other decision-maker.