

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this "Agreement") is made and entered into this 1st day of October, 2010, by and between MMTC Broadcasting LLC, a District of Columbia limited liability company ("MMTC"), and Media Vista Group, LLC, a Florida limited liability company ("Programmer").

WHEREAS, Minority Media and Telecommunications Council, Inc., a District of Columbia non-profit corporation ("MMTC, Inc.") is a party to a Donation of FCC Authorizations and Assignment and Assumption of Leases Agreement (the "Donation Agreement"), dated June 30, 2010, with Trinity Christian Center of Santa Ana, Inc. d/b/a Trinity Broadcasting Network ("Trinity");

WHEREAS, pursuant to the Donation Agreement, Trinity has agreed to donate to MMTC, Inc. certain authorizations issued to Trinity by the Federal Communications Commission (the "FCC") for low power television and television translator facilities specified in the Donation Agreement and the equipment also specified therein;

WHEREAS, included among the facilities Trinity has agreed to donate to MMTC, Inc. is the authorizations issued by the FCC and equipment for low power television broadcast station W16CJ, Naples, Florida (the "Station"), which Station is assigned FCC Facility ID Number 67888;

WHEREAS, upon purchase of the Station's assets by MMTC, Inc., from Trinity pursuant to the Donation Agreement, MMTC Inc., has agreed to immediately assign to MMTC Broadcasting all of MMTC, Inc.'s right, title, and interests in and to the Station's assets;

WHEREAS, MMTC Broadcasting has agreed to sell to Programmer and Programmer desires to purchase from MMTC Broadcasting the Station's assets, pursuant to an Asset Purchase Agreement (the "Purchase Agreement") that MMTC Broadcasting and Programmer are executing and delivering contemporaneously with this Agreement; and

WHEREAS, after the acquisition of the Station's assets by MMTC Broadcasting, and prior to the closing of the sale of the Station's assets by MMTC Broadcasting to Programmer, MMTC Broadcasting desires, beginning on the Effective Date (as defined below), to make available to Programmer airtime on the Station and accept for broadcast the programs of Programmer on the terms and conditions set forth in this Agreement, while maintaining control over the Station pursuant to and in accordance with the Communications Act of 1934, as amended (the "Communications Act") and applicable regulations of the FCC.

NOW, THEREFORE; in consideration of the foregoing, and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MMTC and Programmer hereby agree as follows:

1. Term. This Agreement shall commence upon the closing of the acquisition of the Station by MMTC Broadcasting (the “Effective Date”) and, subject to Sections 11 and 12 hereof, shall continue until the closing on the sale of the Station to Programmer. In the event that the Purchase Agreement terminates, this Agreement shall also terminate.

2. Broadcast of Programming. Subject to the terms of this Agreement, the Communications Act and the rules, regulations and policies of the FCC (collectively, the “Communications Laws”), MMTC Broadcasting shall broadcast the programming, including commercial announcements, provided by Programmer (the “Programming”) without interruption, deletion or addition of any kind, subject to MMTC Broadcasting’s exercise, as set forth in Sections 4 and 5, of its right to provide a certain amount of its own programming and to refuse to transmit any of the programming as MMTC Broadcasting, in its sole discretion deems appropriate.

3. Use of Station’s Facilities. During the Term, MMTC Broadcasting shall permit Programmer to use the existing Station facilities for broadcast of the Programming. MMTC Broadcasting shall be responsible only for providing the existing transmitters, antennas, and associated equipment for each Station “as-is and where-is.” To the extent that Programmer, in its discretion, provides equipment for use in the operation of the Station under this Agreement, such equipment shall at all times be and remain the sole property of Programmer. Programmer and MMTC Broadcasting acknowledge that as of the date of this Agreement the Station is silent and not broadcasting on-the-air. At its expense, Programmer may, but shall not be obligated to, take specific steps requested by MMTC Broadcasting to restore the station to broadcasting on-the-air. To the extent that the closing does not occur under the Purchase Agreement due to the fault of MMTC Broadcasting, MMTC Broadcasting will reimburse Programmer for such expenditures, if any, made by Programmer at MMTC Broadcasting’s request to restore the Station to on-the-air operation.

4. Programming.

a) MMTC Broadcasting shall make available on the Station, broadcast time for the broadcast of the Programming, up to 24 hours per day, seven days per week. MMTC Broadcasting, in its good faith discretion, may designate up such time as it may require for the broadcast of programming necessary for the Station to broadcast news, public affairs, religious and non-entertainment programming as required by FCC rules, all at such times to be agreed upon by MMTC Broadcasting and Programmer. All program time not reserved by or designated for MMTC Broadcasting shall be available for use by Programmer and no other party.

b) Programmer shall make its programs available to MMTC Broadcasting during a number of hours per week sufficient to enable the Station to meet its minimum hours of operation required under the FCC’s rules, but in no event shall Programmer provide less than eighteen (18) hours per day of programming every day of the year.

c) Notwithstanding anything herein to the contrary, subject to the provisions set forth herein, MMTC Broadcasting shall retain ultimate control (said control to be reasonably exercised) over the policies, programming and operations of the Station (including, without

limitation, the right to decide whether to accept or reject any programming or advertisement, the right to preempt any program that it reasonably determines is not in the public interest or in order to broadcast a program deemed by MMTC Broadcasting to be of greater national, regional or local interest, or which violates any right of any third party, or which does not meet the requirements of the rules, regulations, and policies of the FCC), and Station's compliance with all applicable provisions of the rules and policies of the FCC; and Programmer shall comply with such rules and policies and laws in performing its duties under this Agreement and assist and cooperate with the MMTC Broadcasting in MMTC Broadcasting's compliance with such regulatory obligations.

5. MMTC Broadcasting's Programming Preemption. MMTC Broadcasting shall notify Programmer, unless notice is impossible or impractical, at least three days in advance of any preemption of Programmer's programming for the purpose broadcasting programs that MMTC Broadcasting deems appropriate to serve the public interest. No advance notice is required for preemption of any of the Programming that MMTC Broadcasting deems to be contrary to any law or regulation governing operation of the Station.

6. Revenue. Programmer shall be entitled to retain all revenues received resulting from the sale of advertising time on the station during the Term, including, without limitation, all revenue from the sale of advertising time during hours taken by MMTC Broadcasting for its own programming pursuant to Section 5 hereof.

7. Consideration. Consideration to MMTC Broadcasting for the broadcast time provided to Programmer pursuant to this Agreement is set forth in Attachment I hereto (as described therein, the "TBA Fees").

8 Representations, Warranties and Covenants of Programmer. Programmer represents and warrants to, and covenants that:

a) **Organization.** Programmer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business there. Programmer's organizing and operating documents contain no restriction that would prevent or impair Programmer from fulfilling its obligations under this Agreement.

b) **Authorization.** The execution, delivery and performance of this Agreement by Programmer have been duly authorized by all necessary action on its part. This Agreement has been duly executed by Programmer and constitutes a legally valid and binding obligation of Programmer, enforceable against Programmer in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally and equitable principles.

c) **Programming Standards.** The programming provided by Programmer for broadcast on the Station shall comply with the Communications Laws and with all reasonable programming standards established by MMTC Broadcasting. The programming shall also meet all customary industry standards for technical broadcast quality.

d) ***Mail and Telephone Calls.*** Programmer shall receive and respond to all mail or telephone calls to the Station in connection with the Programming; provided, however, that all correspondence from the FCC shall be delivered to the MMTC Broadcasting, which will be solely responsible for responding thereto.

e) ***Other Programming Restrictions.*** The Programming shall not include any obscene material at any time; no indecent or profane material at all between 6 a.m. and 10 p.m.; any information about lotteries, games of chance, or gambling except as permitted by state and federal law, or any information about Internet gambling or betting; any advertising or promotion of cigarettes or tobacco products; any defamatory material; any broadcast of a telephone call without the consent of the outside party prior to recording or broadcast; any rebroadcast of the signal of any other radio or broadcast station; any deceptive programming; or any encouragement of the use of drugs or other unlawful substances. Any contest or promotion shall fully and fairly disclose all terms and conditions on the air. The Programming (including any advertising) shall fully and accurately disclose on the air the receipt of any consideration for broadcast of any material, as required by Sections 317 and 508 of the Communications Act. All of the Programming shall comply in all respects with all federal, state, and other laws and regulations applicable thereto.

f) ***Indemnification.*** Programmer shall indemnify and hold MMTC Broadcasting harmless from any claim of any kind arising from the content of the Programming or any action or inaction of Programmer in connection with this Agreement or the Station. Programmer shall carry not less than One Million Dollars of general liability insurance that includes coverage of the Programming to ensure its ability to indemnify MMTC Broadcasting. Any necessary licenses for the performance or recording of music shall be obtained and paid for by Programmer.

10. Representations, Warranties and Covenants of MMTC Broadcasting.
MMTC Broadcasting represents and warrants, and covenants that:

a) ***Organization.*** MMTC is a non-profit limited liability company, duly organized, validly existing and in good standing under the laws of the District of Columbia and is qualified to do business there.

b) ***Authorization.*** The execution, delivery, and performance of this Agreement by MMTC Broadcasting has been duly authorized by all necessary corporate actions. This Agreement has been duly executed by MMTC Broadcasting and constitutes a legally valid and binding obligation of MMTC Broadcasting, enforceable against MMTC Broadcasting in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally and equitable principles.

c) ***Compliance with Communication Laws.*** During the Term hereof, MMTC Broadcasting shall operate the Station in compliance with the Communications Laws, including without limitation the FCC's reporting requirements.

d) **Cooperation with FCC Filings.** At the request of Programmer, MMTC Broadcasting shall make any filings for construction permits, licenses and other authorizations reasonably requested by Programmer in connection with the Station, that MMTC Broadcasting shall decide, in its sole discretion are in the interest of the public and the Station's operation. Programmer shall reimburse MMTC Broadcasting and be responsible for all engineering, legal and other costs, fees, and expenses in connection with such applications.

11. Termination; Effect of Termination

- a) This Agreement shall only terminate upon the occurrence of any of the following:
- i) This Agreement is declared invalid or illegal in whole or in material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review or is in force and effect with respect to this Agreement.
 - ii) Upon closing of sale of the Station by MMTC Broadcasting to Programmer.
 - iii) If the Purchase Agreement terminates, on the effective date of such termination.
 - iv) An event of Default (as defined in Section 12) by any party, in which case the non-defaulting party may terminate.
- b) Upon termination of this Agreement, MMTC Broadcasting shall not be under any further obligation to make available to Programmer any air time or broadcast transmission facilities; and all amounts accrued or payable to MMTC Broadcasting up to the date of termination which have not been paid shall immediately become due and payable by Programmer.

12. Events of Default. The following, after the expiration of the applicable cure periods specified below, shall constitute events of default (each an "Event of Default") under this Agreement:

- a) Programmer's failure to pay to MMTC Broadcasting the TBA Fees when due.
- b) Programmer's or MMTC Broadcasting's material default in the observance or performance of any covenant, condition or agreement contained herein.
- c) An Event of Default shall not be deemed to have occurred until thirty (30) business days (or in the event of Programmer's failure to pay the TBA Fees, ten (10) business days) after the defaulting party has received from the non-defaulting party written notice specifying the event or events that, if not cured would constitute an Event of Default, and such event of default has not been cured. This period may be extended (in writing only, and only by

the non-defaulting party in its sole discretion) 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 other party. However, nothing herein shall be construed to prevent or impair MMTC Broadcasting from immediately pre-empting or cutting off any part of the Programming that MMTC Broadcasting deems harmful to its reputation, in violation of applicable laws or regulations, or contrary to the public interest.

13. Technical Failures. Any failure or impairment of the facilities of the Station, or any delay or interruption in the broadcast of programs or failure to furnish facilities for broadcast in whole or part beyond MMTC Broadcasting's control, will not constitute a breach of this Agreement, and MMTC Broadcasting shall not be liable thereby to Programmer.

14. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the next business day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to MMTC Broadcasting: David Honig, Esq., President and Executive Director
Minority Media and Telecommunications Council, Inc.
3636 16th Street, N.W., Suite B366
Washington, DC 20010

With a copy, which shall not alone constitute notice, to:

Garvey Schubert Barer
1000 Potomac Street, NW
5th Floor, Flour Mill Building
Washington, DC 20007
Attn.: Henry Solomon, Esq.

If to Programmer: Orlando Rosales, Managing Member
Media Vista Group, LLC
5405 Taylor Road, Suite 10
Naples, FL 34109

With a copy, which shall not alone constitute notice, to:

Fletcher Heald & Hildreth, PLC
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
Attn.: Francisco R. Montero, Esq.

15. No Joint Venture.

a) MMTC Broadcasting shall not hold itself out as an agent or partner with Programmer, and Programmer shall not hold itself out as an agent or partner with MMTC Broadcasting. All contracts for the sale of airtime, purchase orders, agreements, sales materials and similar documents produced or executed by Programmer shall be executed in the name of Programmer alone, and not on behalf of MMTC Broadcasting, and Programmer shall not represent that it is the licensee or owner of the Station.

b) The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that no party shall obtain any ownership interest in any other party's intellectual property by virtue of this Agreement.

16. Binding Effect. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

17. Entire Agreement. This Agreement, the Purchase Agreement and Escrow Agreement embody all of the agreements and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein and in the Purchase Agreement and Escrow Agreement.

18. Amendment. No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver or amendment is sought.

19. Governing Law. The construction and performance of this Agreement shall be governed by the Communications Laws and the laws of the State of Florida, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

20. Certifications.

a) MMTC Broadcasting certifies that it has, and shall maintain ultimate control over the Station's facilities, including specifically control over the finances, personnel, and program content of the Station. Licensee represents and warrants that this certification may be relied upon by the FCC, as well as by Programmer.

b) Programmer certifies that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. § 73.3555 and 47 C.F.R. § 73.3556, concerning time brokerage agreements and duplicated programming, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. Programmer represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

c) In accordance with Paragraphs 49 and 50 of the FCC's Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an image of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

22. No Third-Party Rights. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

23. Assignment. Neither party to this Agreement may assign any of its rights or obligations hereunder without the prior written consent of the other party.

24. No Waiver; Remedies Cumulative. No failure or delay on the part of any 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 the parties are cumulative and are not exclusive of any right or remedy which a party may otherwise have.

25. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

26. Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and costs.

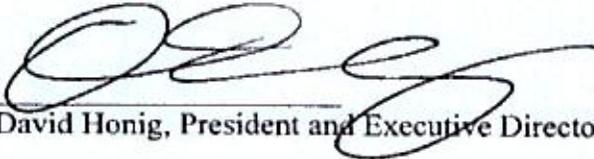
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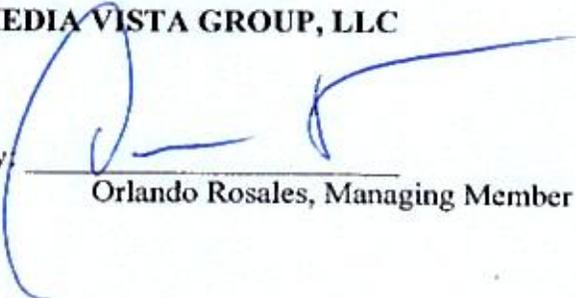
IN WITNESS WHEREOF, each of the parties has caused this Time Brokerage Agreement to be executed by a duly authorized officer as of the date first written above.

MMTC BROADCASTING LLC

By: Minority Media and Telecommunications Council, Inc.

By: 
David Honig, President and Executive Director

MEDIA VISTA GROUP, LLC

By: 
Orlando Rosales, Managing Member

Attachment I

TBA FEES

Programmer shall:

(i) reimburse MMTC Broadcasting for MMTC Broadcasting 's actual costs in connection with the operation of the Station, including tower lease costs, electricity and other utilities, taxes, insurance, and programming; and

(ii) if all the closing conditions under the Purchase Agreement have been satisfied and Programmer, through no fault of MMTC Broadcasting, does not complete the closing by the closing date specified in the Purchase Agreement, then, commencing on that date, Programmer shall pay to MMTC Broadcasting a fee of **[REDACTED]** Dollars (**[\$[REDACTED].00]**) per month, payable in advance at the beginning of each calendar month until this Agreement is terminated by the closing under the Purchase Agreement or by the mutual agreement of Programmer and MMTC Broadcasting.