

TIME BROKERAGE AGREEMENT

Time Brokerage Agreement, made and entered into this 18th day of March, 2003, by and between Trinity Christian Center of Santa Ana, Inc., tr/as Trinity Broadcasting Network, a California not-for-profit corporation ("Broker") and Copeland Channel 21, LLC ("Owner"):

WITNESSETH:

WHEREAS, Owner expects to shortly purchase a construction permit from the Federal Communications Commission ("FCC") for the operation of a television broadcast station on Channel 21 at Virginia Beach, Virginia (the "Station"); and

WHEREAS, the parties to this Time Brokerage Agreement ("TBA") have this day entered into a separate agreement providing for the construction and operation of the Station and for Broker to provide programming to such Station (the "Related Agreement"); and

WHEREAS, the Related Agreement provides for the parties to enter into this formal TBA;

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

1. Sale of Broadcast Time:

Owner hereby sells to Broker and Broker hereby purchases the broadcast time of the Station, up to twenty four (24) hours per day, seven (7) days per week, with the Owner reserving only such time as it finds necessary to fulfill its public interest obligations under the Communications Act and the laws and regulations of the FCC.

2. Payments to Owner and Owner's Obligations:

The payments to be made by Broker to Owner are set forth in paragraph 4 of the Related Agreement, the terms of which are hereby incorporated by reference in this TBA. On the first business day of the first month during which this TBA is in effect, Broker will make a payment to Owner in the sum of Twenty Five Thousand Dollars (\$25,000.00) and, thereafter, Broker will continue to make payments to Owner in the sum of Twenty Five Thousand Dollars (\$25,000.00) on the first business day of each month during which the TBA remains in effect. Additionally, during the construction of the Station, Owner will bill Broker on the first business day of each month for any reimbursable expenses incurred by Owner, and approved by Broker in advance for reimbursement, during the previous month, and Broker will pay the bills by the 15th day of such month. Once the Station goes on the air, payments for reimbursable expenses will be due and payable in advance on the first business day of each month. To the extent that such payments must be estimated (because the operating expenses for any particular month cannot be ascertained in advance), Owner may submit an estimated bill but, if Broker overpays or underpays for any particular month, the bill for the next month will be adjusted accordingly. Broker may, from time to time, request verification of any reimbursable expense, e.g., a utility bill or contract engineering bill and, in such event, Owner will provide verification in a form satisfactory to a reasonable person.

3. Broker's Remedies:

The parties to this TBA recognize that Broker's rights under this TBA are unique, and that mere money damages may be insufficient to adequately compensate the Broker in the event the Owner breaches this TBA. Therefore, in the event of a breach of this TBA by the Owner, Broker shall have the right to either (a) sue the Owner for specific performance of this TBA (in the event that Broker elects to sue for specific performance, the defense that Broker has an adequate remedy at law

is hereby expressly waived and shall not be asserted by the Owner); or (b) bring an action to recover the actual damages suffered by the Broker as a result of the breach.

4. Term:

The term of this TBA shall commence on the first day of the first full month following the date when the FCC issues the construction permit for the Station and shall continue for a term of sixty (60) consecutive months thereafter; provided, however, that if the Broker exercises its option to purchase the Station, set forth in the Related Agreement, then this TBA shall continue in full force and effect during the time period while the application to the FCC for approval of such purchase is pending.

5. Programs:

Broker shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this TBA and all programs shall be in good taste and in accordance with FCC requirements. All programs shall be prepared and presented in conformity with the regulations prescribed in Attachment II hereto.

6. Handling of Mail:

Except to the extent required to assure compliance with FCC requirements governing maintenance of the Station's public inspection files, Owner shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the programs broadcast under this TBA unless Owner at the request of Broker has agreed in writing to do so. Owner shall, however, be advised promptly by Broker of any public or FCC complaint or inquiry concerning such programming, and Owner shall be given the originals of any letters from the public, including complaints, concerning such programming for inclusion in the Station's public records files as

required by the FCC.

7. Programming and Operations Standards:

Broker agrees to abide by the standards set forth in Attachment II in its programming and operations. Broker further agrees that if, in the sole judgment of Owner or its Station's general manager(s), Broker does not comply with said standards, Owner may suspend or cancel any program not in compliance.

8. Responsibility for Employees and Expenses:

Broker shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of its programming. Owner shall employ and be responsible for the salaries, taxes and insurance and all other costs of its own personnel necessary to fulfill its obligations under the FCC's policies and to transmit the programming provided by Broker. Broker shall pay for all telephone calls associated with program production and listener responses, for all fees to ASCAP, BMI and for any other copyright fees attributable to its programming broadcast on the Station. To that end, Broker will obtain its own ASCAP and BMI licenses and hold Owner harmless from any liability thereunder.

9. Operation of Station:

Notwithstanding anything to the contrary in this, Owner shall have full authority and power over the operation of the Station during the period of this TBA. Robert O. Copeland will serve as general manager of the Station during the term of this TBA, or until such time as a replacement is designated by Owner. Owner shall retain control in its absolute discretion over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to pre-empt any programs

in order to broadcast a program deemed by Owner to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the Commonwealth of Virginia, and the rules, regulations, and policies of the FCC, including the prohibition on unauthorized transfers of control.

10. Special Events:

Owner reserves the right in its discretion, and without liability, to preempt any of the broadcasts of the programs referred to herein, and to use part or all of the time contracted for herein by Broker for broadcast of special events of importance. In all such cases, Owner will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts, and, in the event of such preemption Broker shall receive a payment credit for the broadcasts so omitted.

11. Force Majeure:

Any failure or impairment of facilities or any delay or interruption in broadcasting programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or force majeure or due to causes beyond the control of Owner, shall not constitute a breach of this TBA and Owner will not be liable to Broker, except to the extent of allowing in each such case an appropriate payment credit for time or broadcasts not provided based upon a pro rata adjustment to amounts due as specified in paragraph 2, supra, based upon the length of time during which the failure or impairment exists; provided, however, that any such credit shall apply only if the interruption in programming was not due to the fault of the Broker.

12. Right to Use the Programs:

The right to use the programs and to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Broker.

13. Compliance with Law:

Broker agrees that throughout the term of this TBA Broker will comply with all laws and regulations applicable in the conduct of Owner's business and Broker acknowledges that Owner has not urged, counseled, or advised the use of any unfair business practice.

14. Indemnification; Warranty:

Broker will indemnify and hold and save Owner harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by Broker. Further, Broker warrants that the broadcasting of the programs will not violate any rights of others and Broker indemnifies Owner and its agents and agrees to hold them harmless from any and all claims, damages, liability, costs and expenses, including counsel fees (at trial and on appeal), arising from the production and/or broadcasting of the programs. Owner reserves the right to refuse to broadcast any and all programs containing matter which is, or in the reasonable opinion of Owner may be, or which a third party claims to be, violative of any right of theirs or which may constitute a personal attack as the term is and has been defined by the FCC. Broker's obligation to hold Owner harmless against the liabilities specified above shall survive any termination of this TBA.

15. Events of Default:

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

- a). Non-Payment: Broker's failure to timely pay the consideration provided for in paragraph 2, supra (subject to any adjustments provided for in paragraph 11).

b). Default in Covenant: Broker shall default in the material observance or performance of any material covenant, condition or agreement contained herein.

c). Breach of Representation: Any material representation or warranty herein made by Broker, or in any certificate or document furnished to Owner pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

d). Termination Upon Default: In the event of the occurrence of an Event of Default, Owner shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities and all amounts accrued or payable to Owner up to the date of termination which have not been paid shall immediately become due and payable. Owner shall also have all of the rights conferred upon Owner in the Related Agreement.

e). Liabilities Upon Termination: Broker shall be responsible for all liabilities, debts and obligations of Broker accrued from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements but not for Owner's federal and local tax liabilities associated with Broker's payment to Owner as provided for herein. Upon termination, Broker shall retain all Accounts Receivable arising from the period of time during which this TBA was in effect.

16. Termination By Governmental or Judicial Order:

In the event that the FCC or any other federal, state, or local governmental or judicial entity with jurisdiction in the premises orders or directs the termination of this TBA or orders or directs an adverse curtailment in any manner material to this TBA, either party, at its option and expense, may seek administrative or judicial relief and appeal from such order, or either party may terminate this TBA in accordance with such order(s) or direction(s). Owner and Broker shall cooperate each with the other and comply with reasonable requests from each other to assemble and provide to the FCC information requested and relating to Broker's performance under this TBA.

17. Representations:

Both Owner and Broker represent that they are legally qualified, empowered, and able to enter into and perform this TBA.

18. Modification and Waiver:

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

19. No Waiver; Remedies Cumulative:

No failure or delay on the part of Owner or Broker 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 Owner and Broker herein provided are cumulative and are not exclusive of any right or remedies which they may otherwise have.

20. Construction:

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

21. Headings:

The headings contained in this TBA are included for convenience only and no such heading shall in any way alter the meaning of any provision.

22. Successors and Assigns:

This TBA shall be binding upon and inure to the benefit of the parties and their successors and assigns, provided, however, that neither shall assign their rights under this TBA without written consent of the other party.

23. Counterpart Signatures:

This TBA may be signed in one or more counterparts and/or by facsimile signatures, each of which counterpart 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. This TBA shall be effective as of the date on which the executed counterparts are exchanged by the parties.

24. Notices:

Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail or Federal Express, postage prepaid, with return receipt request, and addressed in accordance with the listing set forth in Attachment III hereto.

25. Entire Agreement:

This TBA 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 TBA shall be valid unless by like written instrument.

26. Severability:

The event that any of the provisions contained in this TBA is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this TBA shall be construed as if

such invalid, illegal or unenforceable provision had not been contained herein.

27. Section 73.3555 Certifications:

Pursuant to Section 73.3555(a)(ii) of the Rules and Regulations of the FCC, Owner hereby verifies that it will maintain ultimate control over the Station's facilities, including, specifically, control over Station finances, personnel and programming during the term of this TBA; and Broker hereby verifies that the arrangement contemplated by this TBA complies with the provisions of Sections 73.3555(a)(1) and (e)(1) of the Commission's Rules.

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

COPELAND CHANNEL 21, LLC

By: _____
Robert O. Copeland
Managing Member

**TRINITY CHRISTIAN CENTER OF SANTA ANA, INC. TR/AS
TRINITY BROADCASTING NETWORK**

By: Terence Hickey
Title: Asst Secy

Pursuant to Section 73.3555(a)(ii) of the Rules and Regulations of the FCC, Owner hereby verifies that it will maintain ultimate control over the Station's facilities, including, specifically, control over Station finances, personnel and programming during the term of this TBA; and Broker hereby verifies that the arrangement contemplated by this TBA complies with the provisions of Sections 73.3555(a)(1) and (e)(1) of the Commission's Rules.

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

COPELAND CHANNEL 21, LLC

By: Robert O. Copeland
Robert O. Copeland
Managing Member

**TRINITY CHRISTIAN CENTER OF SANTA ANA, INC. TR/AS
TRINITY BROADCASTING NETWORK**

By: _____
Title: _____

ATTACHMENT I

BROKER'S PROGRAMS

Broker programming furnished to Owner will consist of an inspirational and religious format featuring entertainment and/or news, information, public affairs, promotions, and other features.

02/03/03

ATTACHMENT II
PROGRAM STANDARDS

Broker agrees to cooperate with Owner in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs:

- A. Respectful of Faiths: The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times. Acknowledgment and/or references to doctrinal or theological tenants, creeds and practices of a faith, and/or differences among faiths, shall not be regarded as contrary to this provision.
- B. Controversial Issues: Any discussion of controversial issues of public importance shall comply with current FCC rules and policies.
- C. No Plugola or Payola: The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.
- D. No Lotteries: Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.
- E. Election Procedures: At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with Owner's general manager(s) the rate Broker will charge for the time to be sold to candidates for public office to make certain that the rate charged conforms to the applicable law and Station's policies.
- F. Spot Commercial Limitations: With respect to any given segment of air time hereunder, the amount of commercial matter shall not exceed 20 minutes during any 60 minute

segment. Broker will make available to Owner a list of all for profit commercial announcements carried during its programming.

G. Required Announcements: Broker shall broadcast (i) an announcement in a form satisfactory to Owner at the beginning of each hour to identify the Station, (ii) an announcement at the beginning and end of each program day to indicate that program time has been purchased by Broker, and (iii) any other announcement that may be required by law, regulation, or the Station's policy.

H. Credit Terms Advertising: Any advertising of credit terms shall be made in accordance with the rules of the Federal Trade Commission and state and local law.

I. Sponsorship Identification: Broker shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including to relatives) from any person or company for the presentation of any programming over the Station without sponsorship identification.

J. No Illegal Announcements: No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over Owner's Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Owner, who reserves the right in its sole discretion to reject any game, contest, or promotion.

K. Owner Discretion Paramount: In accordance with the Owner's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC, Owner reserves the right to reject or terminate any advertising proposed to be presented or being

presented over the Station which is in conflict with Station's policies or which in Owner's or its general manager's sole judgment would not serve the public interest.

L. Programming Prohibitions: Broker shall not broadcast any of the following programs or announcements:

- i. False Claims: False or unwarranted claims for any product or service.
- ii. Unfair Imitation: Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition (excluding parody, satire, or other permissible uses under the Copyright Act).
- iii. Commercial Disparagement: Any unfair disparagement of competitors or competitive goods.
- iv. Obscenity or Indecency: Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- v. Conflict Advertising: Any advertising matter or announcement which may, in the opinion of Owner, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general.

Owner may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

In any case where questions of policy or interpretation arise, Broker should submit the same to Owner for decision before making any commitments in connection therewith.

ATTACHMENT III

NOTICES

If the notice is to Owner:

**Copeland Channel 21, LLC
c/o Robert O. Copeland
168 Business Park Drive
Suite 200
Virginia Beach, VA 23462
Fax: (757) 473-3721**

If the notice is to Broker:

**Trinity Christian Center of Santa Ana, Inc.
P.O. Box C-11949
Santa Ana, CA 92711
ATTN: Terrence M. Hickey, Assistant Secretary
Fax: (714) 730-5706**