



Hispanic Christian Community Network  
8500 N. Stemmons Frwy, Suite # 5050  
Dallas, TX 75247  
Phone: 214-879-0081 – Fax: 214-879-0083

# Fax

To: Alex

From: Lia Oliveros

Fax: 1-949-716-2100

Pages: 5 + cover

Phone:

Date: 1-19-09

Re:

cc:

Urgent     For Review     Please Comment     Please Reply     Please

Recycle

• Comments:

Robert / Adam

1800-680-3946  
Benchmark Financial  
Group.  
Chris / Mitchell

enviado



**65 Enterprise**  
**Aliso Viejo, CA 92656**  
**Office (949) 716-2100**  
**Fax (949) 716-2101**

Lease/Loan: 3254

**HISPANIC CHRISTIAN COMMUNITY NETWORK INC.**  
**8500 N. STEMMONS FWY #5050**  
**DALLAS, TX, 75247**

Dear Lia:

Enclosed please find your Equipment Lease Agreement. The Agreement has been marked as to where to sign and date (follow the blue dot ●).

Please do not hesitate to contact your account representative at **(949) 716-2100** if you have any questions regarding your documents.

- Equipment Lease Agreement
- All other standard documents

*\*Sign & acknowledge exactly the way your name appears on the documents*

Required Documents:

- Check payable to **Benchmark Financial Groups, LLC for \$4,120.65 (Includes Doc Fee)**
- Copy of Signors Drivers License for **Signature Verification**. (Avoids Notary)
- Signed and executed **Equipment Finance Agreement**

To execute and secure this agreement, simply fax a copy of all required documents listed above to: **949-716-2101** and then mail all hardcopies to **Benchmark Financial Groups, LLC (65 Enterprise Aliso Viejo, CA 92656)**.

Sincerely,

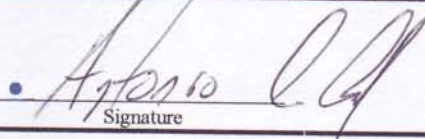
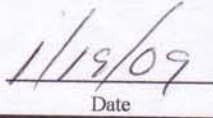
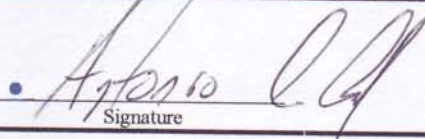
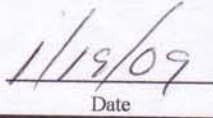
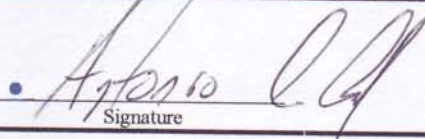
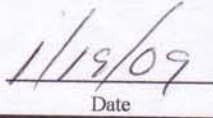
Documentation Department  
Benchmark Financial Groups, LLC  
949-716-2100





# EQUIPMENT LEASE AGREEMENT

65 Enterprise Suite 330  
 Aliso Viejo, CA 92656  
 Office (949) 716-2100  
 Fax (949) 716-2101

CUSTOMER INFORMATION	Lessee Name <b>HISPANIC CHRISTIAN COMMUNITY NETWORK INC.</b>		Lease Number <b>3254</b>					
	Address <b>8500 N. STEMMONS FWY #5050</b>		Phone <b>(214)879-0081</b>					
	City, ST ZIP <b>DALLAS, TX, 75247</b>		Equipment Location (if different from above)					
VENDOR/SUPPLIER INFORMATION	Company or Private Party Name <b>E L Marsden Wireless, Inc</b>		Contact <b>EL Marsden</b>					
	Address <b>15731 Nike Dr, Terrell, TX 75160</b>		Phone <b>(972)524-6412</b>					
EQUIPMENT DESCRIPTION	<b>Equipment Cost (Including Tax)</b>		<b>Equipment Description</b>					
	<b>\$170,700.00</b>		<b>Digital TV Transmitting Equipment</b>					
TERM AND PAYMENT	Term in Months	Monthly Payment (Plus applicable taxes)	Advance Payments	Document Fee	Deposit Amount Due			
	<b>60</b>	<b>\$3995.65</b>	<b>First Months</b>	<b>\$125.00</b>	<b>\$4,120.65</b>			
GUARANTY	<p>The undersigned, jointly and severally, guarantees that the Lessee will make all payments and meet all obligations required under this Lease fully and promptly. You will remain responsible for the payment and obligation of this Lease. If the Lessee defaults, you will immediately pay in accordance with the default provisions of this Lease all sums due under the terms of the Lease and will perform all the obligations of the Lease. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in the Terms and Conditions below and agree to pay all costs, including attorneys fees, incurred in the enforcement of this guaranty. It is not necessary for us to proceed first against the Lessee or the equipment before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit purposes.</p>							
<table border="1" style="width: 100%;"> <tr> <td style="width: 60%; text-align: center;">             Signature         </td> <td style="width: 20%; text-align: center;">           Print Name         </td> <td style="width: 20%; text-align: center;">             Date         </td> </tr> </table>						 Signature	Print Name	 Date
 Signature	Print Name	 Date						

- 1. NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under any purchase or supply contract.
- 2. TERM.** This Lease shall begin on the day the Equipment has been delivered to and is usable by you ( Commencement Date ). The base term of this Lease shall terminate upon the expiration of the number of months stated under Lease Term. Length of term may be adjusted based on equipment age or asset review.
- 3. LEASE PAYMENT.** You shall pay to us the monthly Lease Payment for each month the Lease is in effect. The Lease Payment may be adjusted proportionately upward or downward to comply with the tax laws of the State in which the equipment is located. You agree to forfeit any deposits made in conjunction with this transaction if you fail to proceed with or cancel the transaction.
- 4. TAXES AND FEES.** You will pay when due, all taxes relating to this Lease or the Equipment that are now or in the future assessed or levied by any State, local or other government authority. You agree that the deposit is deemed fully earned upon signing this agreement, is non-refundable and will be retained by us to cover our expenses in processing your lease, whether or not this transaction closes. You are responsible for any out of pocket expenses incurred by us in processing your lease, such as UCC filings and searches, equipment inspections, legal fees, documentation fees, overnight costs, appraisal, and other due diligence or directly related expenses. Upon funding, you agree to pay any uncollected fees or advance payment shortfall upon receipt of our invoice.



**5. DEFAULT.** Each of the following is a default under this Lease: (a) you fail to pay the Lease Payment, (b) you do not perform any of your other obligations under this Lease, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Lease does not perform their obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

**6. COMPLIANCE.** You agree to provide Lessor with all financial statements, tax returns, bank and trade references or other financial or credit information requested in order to make a final credit determination. This lease is subject to approval and acceptance by us and shall not become binding until accepted by us. You agree that all deposits will be deemed fully earned by Lessor if you fail to cooperate fully with Lessor and or its assigns in matters of disclosure or if it is found that the information submitted was materially misrepresented, misleading, inaccurate or incomplete. If you cannot or will not furnish documents requested by Lessor and or its assigns, or cannot or will not complete this transaction within thirty days from the date of this Agreement, and the failure to do so results in a withdrawal of the application or commitment, you agree that neither Lessor or its assigns shall be held responsible for any damages resulting from failure to consummate the transaction and that deposits made shall be forfeited. Should Lessor approve a portion of the equipment or need to fund the lease through separate agreements, Lessee will sign and execute any and all documents necessary. Lessee shall indemnify, hold harmless and defend Lessor against any claims based on allegations that the information submitted by Lessee is false, inaccurate, misleading or incomplete.

**7. LAW.** This Agreement shall be deemed fully executed, performed and governed by and construed in accordance with the laws of the State of California or the laws of the home state of Lessor's successors and or assignee. You expressly and unconditionally consent to the jurisdiction and court in the State of California, County of Orange.

**8. ASSIGNMENT.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You understand that we, without prior notice, have the right to assign this Agreement to a financing source for financing purposes without your consent to such assignment. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

**9. ACH.** Customer hereby authorizes and requests Lessor and its assigns to initiate electronic debit entries via automated clearing house with their financial institution, and Customer will authorize Bank to honor the debit entries initiated by Lessor. This authority pertains to this agreement, rental payments, taxes, residuals and any related ancillary documentation.

**10. PERFORMANCE.** Should customer cancel or not allow Lessor to complete this transaction for any reason including but not limited to failure to satisfy liens, judgments or disputes with creditors then Lessee will be in violation of specific performance of the agreement. Lessor will accept a 100% forfeit of deposit without action from customer in exchange for a waiver of Lessor's rights to specific performance. If Lessor does not approve this application, the deposit or other payments received will be refunded without interest less the cost of documentation, credit verification and investigation, and any out of pocket expenses incurred. If the application is approved and accepted by Lessor, the deposit or other payments will be applied to the initial payments.

**11. DOCUMENTATION:** Upon Lessor's receipt of formal approval of the proposed lease transaction, Lessor shall provide any and all documentation.

**12. PURCHASE OPTION.** If no Default exists under this Lease, you will have the option at the end of term to purchase the Equipment for one dollar (\$1), plus any applicable taxes. Upon payment of the Purchase Option price, and if no Default exists, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" and this Lease will terminate.

**13. MISCELLANEOUS.** This Lease is not binding on us until we sign it. Any change in the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts we believe are necessary to protect our interest. You agree to reimburse us for any such amounts that we pay, including legal fees incurred at arbitration, at the trial level, including action in bankruptcy court, on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof. Any attempted fraud shall constitute forfeiture of your deposit. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several.

**14. ELECTRONIC TRANSMISSION.** If this document was sent electronically you hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all documents non-binding and void. A faxed copy of this agreement shall be considered the original and shall be the binding agreement for the purposes of any action under this agreement.

**BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT DELIVERED PURSUANT TO, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED IN THE STATE OR FEDERAL COURTS IN AND FOR THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND WAIVE ANY OBJECTION WHICH IT OR THEY MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY, (iv) YOU WILL USE THE EQUIPMENT FOR COMMERCIAL OR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, OR AGRICULTURAL PURPOSES.**

<b>Lessee:</b> HISPANIC CHRISTIAN COMMUNITY NETWORK	<b>Lessor:</b> Benchmark Financial Groups, LLC
<b>Title:</b> INC. <i>President</i>	<b>Title:</b>
<b>Date:</b> <i>11/19/09</i>	<b>Date:</b>
<b>By:</b> <i>[Signature]</i>	<b>By:</b>



Reply to:  
e.l. marsden wireless, inc  
15731 Nike Dr  
Terrell, TX 75160  
Ph: 972-524-6412  
Fx: 972-563-0859

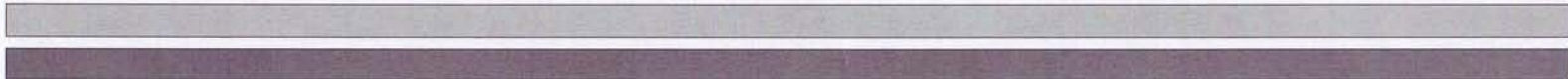


Page 1 of 4

Proposal and Acceptance

<b>Date:</b>	<b>10/07/08</b>	<b>Job Number:</b>	<b>100708 2400W Digital Ch 61</b>		
<b>Company:</b>	<b>Hispanic Christian Community Network, Inc.</b>	<b>Contact:</b>	<b>Cesar Guel</b>	<b>Tel</b>	<b>214-879-0081 214-434-6357</b>
<b>Company Address:</b>	<b>8500 N. Stemmons Frwy Suite 5050 Dallas, Tx 75247</b>	<b>Job Location:</b>	<b>Dallas</b>	<b>Fax:</b>	<b>214-879-0083</b>
				<b>Email</b>	<b>Comcristiana@aol.com</b>

e.l. marsden wireless, inc ■ 15731 Nike Dr ■ Terrell, TX 75160 ■ Ph: 972-524-6412 ■ Fax: 972-563-0859



Customer: Hispanic Christian Community Network, Inc.

Job Number: 100708 2400W Digital Ch 61

Description of item(s) quoted and price(s) offered:

<i>Item</i>	<i>Part Number</i>	<i>QTY</i>	<i>Description</i>	<i>Unit Cost</i>	<i>Ext. Cost</i>
1	A2.4KST8U2	1	2400 W Solid State 8VSB Digital Transmitter featuring: Two (2) Hybrid Combined 1200 Watt amplifiers with a common Digital Modulator and Upconverter allowing on air reduced power operation of one 1200W amplifier during maintenance of second amplifier LDMOS Output Power Amplifiers with LCD display and LED indicators for ease of monitoring Digital Modulator with SMPTE-310M / ASI input; linear & non-linear precorrection; Low Phase Noise I.F. Upconversion Output Filter to meet " Stringent " Out of Channel Emission Mask	\$86,500.00	\$86,500.00
2		1	MPEG Encoding System  Four channels of Standard Definition MPEG encoding including multiplexer and static PSIP capability. (LIGOS / Logic Innovations ReMux or Grass Valley Vibe / Amber ReMux are possible solutions)	\$42,500.00	\$42,500.00
3		1	Remote Control  Featuring : Voice/Touch Tone and Telephone Modem Interface Remote Transmitter Operations: RF Output Power Monitor : Forward/ Reflected Power Raise and Lower Function Transmitter Reset Function Amplifier Status Monitoring	\$2500.00	\$2500.00
				Sub-Total	\$131,500.00
				20%Discount on Package	<u>-\$26,300.00</u>
				Total	<u>\$105,200.00</u>
	Option 1	1	Antenna System  Omni-directional array consisting of 8x4 of Scala-Kathrein panels. ( eight panels high in four directions, 32 panels total ) All cables antenna mounting brackets, power dividers and antenna cables provided. Full UHF band coverage for future move below channel 61.		\$65,500.00



<i>Item</i>	<i>Part Number</i>	<i>QTY</i>	<i>Description</i>	<i>Unit Cost</i>	<i>Ext. Cost</i>
			First power divider input 1 5/8 EIA with 4 7/8 EIA for 2kw input power.		
			Transmitter installation service available. Please call for quotation.		
			Transmitter will be ready for pickup or ready for delivery arrangements to be made approx . 12 to 14 weeks after sign Proposal Acceptance and Deposit received. Proposal are valid 30 days from date.  Due to the proximity of the February 2009 transition date, most of our suppliers of broadcast parts have longer lead times than normal. Therefore e. l. marsden wireless, inc. can not guarantee a 12 week delivery dates. We will give our best effort to meet our 12 week delivery dates.		

Page 3 of 4

Customer: **Hispanic Christian Community Network, Inc.**

Job Number: 100708 2400W Digital Ch 61

**Payment Terms:** Upon customer approval and signature all orders must have a 50% deposit. All orders must be paid in full before delivery of transmitter. Delivery charges are not included and will be billed to customer.

**Warranty:** See attached warranty certificate.

Installation by e.l. marsden wireless , inc. can be provided for an additional cost. Improper installation by customer may void the warranty. e.l. marsden wireless, inc. will determine whether the installation was done according to specifications.

All materials are guaranteed to be as specified. All work will be completed in a professional manner according to standard practices. Any change from the above specification will be executed only upon written orders, and will become an extra charge over and above the original quotation. All agreements may be renegotiated due to strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All taxes and permits are the responsibility of purchaser. If order is canceled by customer, the down payment is not refundable.

Customer Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Thank you for your interest in e.l. marsden wireless , inc. products and services.

**Terms:** e.l. marsden wireless , inc. will accept payment by Company Check, Electronic Funds Transfer, or most major Credit Cards. Applicable sales taxes may be collected unless proof of tax-exempt status is furnished with the order.

Offer Made By: \_\_\_\_\_ Date: \_\_\_\_\_

09/27/04

Elmwi Form Adm #001 Rev C

President, Operations Manager or Financial Manager

e.l. marsden wireless, inc.

15731 Nike Drive, Terrell, TX 75160, USA - Phone: 972-524-6412 - FAX: 972-563-0859



## Warranty and Return Information

### 1. Warranty Period

"e.l. marsden wireless, inc". transmitters are warranted for a period of one year from the date of shipment to the customer against defects in materials and workmanship under normal use and service. Modules, sub-modules, tubes and other equipment manufactured by other vendors and used in the construction of the transmitter will be warranted under the terms of the original manufacturer's limited warranty.

OUR LIABILITY UNDER THIS WARRANTY DOES NOT INCLUDE LOSSES OF ANTICIPATED PROFITS NOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### 2. Warranty Limitations

"e.l. marsden wireless, inc" liability is limited to repairing or replacing equipment modules or parts at its plant if by its sole judgment it finds the modules or parts to be defective. All shipping charges in connection with the repair or replacement are the responsibility of the purchaser. If modules or parts replacement is performed in the field, we may request the return of the defective modules or parts before a warranty adjustment is granted. Our obligation does not include labor charges to repair or replace any product outside our factory unless such repair is authorized by us in writing.

### 3. Use Limited to Knowledgeable Persons

Improper use or abuse of the equipment, attempted repair by unqualified persons, damages caused by lightning, wind, fire, snow, flood or earthquake or other acts of God, and/or application of improper voltages or substitution of non-approved components VOID this warranty. Safety features have been incorporated into the equipment. Hazardous electrical and mechanical conditions require that only knowledgeable and experienced user and maintenance personnel operate and maintain equipment. "e.l. marsden wireless, inc" does not assume any liability for injury, death, or damages arising from the installation, operation, or service of this equipment.

### 4. Disclaimers and Exclusions

The warranty to repair or replace defective parts is expressly in lieu of and hereby in disclaimer of all other express warranties, and are in lieu of and in disclaimer and exclusion of any implied warranties of merchantability, fitness for a particular purpose, as well as all other implied warranties, in law or in equity, and of all obligations or liability on our part. There are no warranties which extend beyond the description hereof. Your rights may vary from state to state.

### 5. Return Information

No returns can be accepted without the proper Return Material Authorization from our factory. Please call (or FAX) a request for RMA using the number shown on the cover page BEFORE you ship. All modules and parts which are to be replaced under our warranty may be returned to the factory, at your shipping cost, to:

*e.l. marsden wireless, inc.*

15731 Nike Dr • Terrell, TX 75160

Tel: 972-524-6412 • Fax: 972 563-0859 • Tech: 972-563-2861





H.C.C.N. INC.  
8500 N. Stemmons Fwy # 5050  
Dallas, TX 75247  
214-879-0081

WELLS FARGO BANK, NA  
www.wellsfargo.com  
37-065/1119

4/30/2008

PAY TO THE ORDER OF BENCHMARK FINANCIAL GROUPS, LLC

\$ \*\*4,120.65

Four Thousand One Hundred Twenty and 65/100\*\*\*\*\* DOLLARS

BENCHMARK FINANCIAL GROUPS, LLC  
65 Enterprise  
Aliso Viejo, CA 92656

*Antonio L. Lopez* MP

MEMO FIRST MONTH & DOCUMENT FEE LEASE



BENCHMARK FINANCIAL GROUPS, LLC  
Lessee Equipment Payments

4/30/2008  
FIRST MONTH & DOCUMENT FEE LEASE

6367

4,120.65

Paid by Phone

HCCN GENERAL 619 FIRST MONTH & DOCUMENT FEE LEASE

4,120.65