

W07DP-D, Harrisburg, PA (Fac. Id. 55286)
Contingent Modification Application

Sonshine Family Television Corp. is the proposed assignee of the W07DP license (File No. BALDVL-20181107ABH). This application for minor modification of the W07DP-D license is filed pursuant to Section 73.3517(a) of the FCC's rules, with the consent of the current licensee of the station, CTVN Harrisburg, LLC (see attached purchase agreement excerpt providing consent). Sonshine requests processing of the application with the understanding that grant will be contingent upon the closing of the proposed transaction.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made as of this 31 day of October 2018, by and between CTVN Harrisburg, LLC, a Pennsylvania limited liability company ("CTVN") and Cornerstone Television, Inc., a Pennsylvania non-profit corporations and sole member of CTVN (collectively with CTVN, "Seller"), and Sonshine Family Television Corp., a Pennsylvania non-profit corporation ("Buyer").

Recitals

A. Seller is the Federal Communications Commission ("FCC") licensee of digital low power television station W07DP-D, Harrisburg, PA (Fac. Id. 55286) (the "Station").

B. Seller has agreed to sell the Station to Buyer, and Buyer has agreed to purchase certain assets relating to the Station from Seller, on the terms and conditions set forth herein.

Agreements

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

1. FCC Applications.

(a) **Assignment Application.** The parties shall cooperate in the prompt preparation and filing of an application with the FCC for consent to the assignment of the Station FCC licenses ("FCC Licenses") from Seller to Buyer (the "Assignment Application"). Such application is to be filed no later than three (3) business days after the date hereof. The parties shall cooperate in the diligent submission of any additional information requested or required by the FCC with respect to such application, and shall take all steps reasonably required for the expeditious prosecution of the Assignment Application to a favorable conclusion, and shall diligently oppose any objections to, appeals from or petitions to reconsider such approval of the FCC, to the end that the FCC order granting consent to the assignment of the FCC Licenses may be obtained as soon as practicable, *provided, however*, that in the event the application for assignment of the FCC Licenses has been designated for hearing, then the party which is not the subject of the hearing (or which is not the party whose alleged actions or omissions resulted in the designation for hearing) may elect to terminate this Agreement upon written notice to the other party.

(b) **Modification Application.** Between the date hereof and the Closing Date, Seller will reasonably cooperate with Buyer in the preparation, filing and prosecution of existing or new applications requested by Buyer to modify the Station's licensed facilities ("Modification Application"). At Buyer's election, Seller consents to the filing of the Modification Application in Buyer's name with grant thereof contingent upon the closing of the transaction.

To Buyer: Sonshine Family Television Corp.
Attn: Margaret Huber
813 N. Fenwick Street
Allentown, PA 18109

21. **Counterparts.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Executed copies of this Agreement transmitted by facsimile or other electronic means shall be valid and binding.

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

SELLER: CTVN Harrisburg, LLC

By: 

Name: Donald Black

Title: President of Sole Member

Cornerstone Television, Inc.

By: 

Name: Donald Black

Title: President

BUYER: Sonshine Family Television Corp.

By: 

Name: Margaret Huber

Title: President