

FCC DECLARATION AND REQUEST FOR APPROVAL OF AGREEMENT

Joseph W. Shaffer ("Shaffer"), the licensee of Station KADF-LD, Austin, Texas (Facility ID 32281) and Enlace Christian Television, Inc. ("Enlace"), the licensee of Station K34FM-D, Austin, Texas (Facility ID 67880) have filed construction permit applications for displacement on channel 32 in Austin, Texas (together, the "Parties"). The University of Texas at Austin ("UTA"), the licensee of Station K29HW-D, Austin, Texas (Facility ID 167743) has filed a displacement application for channel 32 as well. The Shaffer, Enlace and UTA channel 32 applications are mutually exclusive with each other (FCC Auction 104, MX009).

Shaffer was also granted a construction permit to remain on channel 20 with a minor modification to the KADF-LD existing antenna pattern.

The Parties propose a mutually acceptable engineering settlement, in the form of a Channel Sharing Agreement (the "Agreement"), whereby Shaffer will withdraw his channel 32 displacement application (FCC File Number 0000054339) and remain on channel 20 and Enlace will amend its application (FCC File Number 0000054483) to propose a channel sharing arrangement with Shaffer on channel 20.

This proposed channel sharing arrangement will result in the removal of the mutual exclusivity for the channel 32 applications in Austin, Texas with UTA (FCC File Number 0000054145) being the sole remaining displacement application for channel 32.

Pursuant to Section 73.3525 of the Commission's Rules, the Parties respectfully request that the Commission grant this request and approve the channel sharing settlement as proposed and contained in the Agreement dated June 11, 2019 and attached hereto as Exhibit 1 and grant the amended application for Station K34FM-D and the modification of licenses for KADF-LD and K34FM-D to reflect the channel sharing arrangement.

Attached hereto as Exhibit 2 are the Declarations executed by each party as required by Section 73.3525(a) of the Commission's Rules.

The public interest is well served by this Agreement that will (a) allows Enlace to continue to operate and offer quality Spanish-language programming in the Austin market; and

(b) resolves the current mutual exclusivity among the applicants in MX009, (c) will obviate the need of an auction for the channel and allow grant of the UTA displacement application on channel 32, and (d) insure the continuation of UTA's educational programming in the Austin market.

We therefore respectfully request that the Commission grant this request, approve the Agreement and grant the amended K34FM-D application to allow for channel sharing of the Shaffer and Enlace Station's in Austin, Texas.

Respectfully submitted,

Joseph W. Shaffer

By: 

Joseph W. Shaffer
PO Box 10310
Prescott, AZ 86304

(928) 717-~~8828~~ 0828 JWS

Enlace Christian Television, Inc.

By: _____

Colby M. May, Esq.
P.O. Box 15473
Washington, DC 20003
(202) 544-5171
cmmay@maylawoffices.com

(b) resolves the current mutual exclusivity among the applicants in MX009, (c) will obviate the need of an auction for the channel and allow grant of the UTA displacement application on channel 32, and (d) insure the continuation of UTA's educational programming in the Austin market.

We therefore respectfully request that the Commission grant this request, approve the Agreement and grant the amended K34FM-D application to allow for channel sharing of the Shaffer and Enlace Station's in Austin, Texas.

Respectfully submitted,

Joseph W. Shaffer

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PO Box 10310
Prescott, AZ 86304
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Enlace Christian Television, Inc.

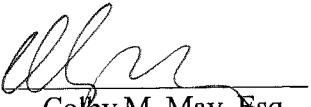
By:  _____
Colby M. May, Esq.
P.O. Box 15473
Washington, DC 20003
(202) 544-5171
cmmay@maylawoffices.com

Exhibit 1

LPTV CHANNEL SHARING AGREEMENT

Austin, Texas

Stations KADF-LD & K34FM-D

This LPTV CHANNEL SHARING AGREEMENT (this "Agreement") executed this 11th day of June, 2019 and effective as of the date that the Federal Communications Commission ("FCC") approves the same (the "Effective Date") is by and between Joseph W. Shaffer, a Arizona sole proprietor ("Shaffer") and Enlace Christian Television, Inc., a Texas non-profit corporation ("Enlace"). Each of KADF and K34FM are individually a "Party" and collectively the "Parties."

RECITALS

A. Shaffer owns and operates low power broadcast television station KADF-LD, channel 20 (FIN 32281), licensed to Austin, Texas, pursuant to a license(s) issued by the FCC ("KADF").

B. Enlace owns and operates low power broadcast television station K34FM-D, channel 34 (FIN 67880), licensed to Austin, Texas, pursuant to a license(s) issued by the FCC ("K34FM"). Station is currently licensed and silent.

C. As used herein, the term "Station" shall refer to KADF or K34FM and the term "Stations" shall refer collectively to KADF and K34FM.

D. Licensee shall maintain ultimate control and final authority over its respective Station's license and FCC Requirements over the term of this Agreement.

E. KADF is currently licensed to operate on RF channel 20. Shaffer filed a minor modification with the FCC, LMS #0000056038, to remain on channel 20 which was granted on October 4, 2018 and also filed a displacement application with the FCC, LMS #0000054339, on May 22, 2018 for RF channel 32 which is still pending active (the "KADF Displacement Application").

F. K34FM is currently licensed to operate on RF channel 34. Enlace filed a displacement application with the FCC, LMS #0000054483, on May 24, 2018 for RF channel 32 which is still pending active (the "K34FM Displacement Application").

G. The FCC determined in Public Notice, DA 18-1108, released October 30, 2018, that the KADF Displacement Application and the K34FM Displacement Application are mutually exclusive with station K29HW-D (FIN 167743) who also filed a displacement

application with the FCC, LMS #0000054145, on May 16, 2018 which is also still pending active (the "K29HW-D Displacement Application"). All three (3) applications are in MX Group 9 (MX9) and the FCC has offered the applicants the opportunity to resolve the mutual exclusivity issue voluntarily, or, same will be resolved through the FCC's auction process.

H. In order to eliminate the Parties mutual exclusivity, Shaffer will cancel his channel 32 displacement application to coincide with the FCC authorization of this Agreement and will remain on RF channel 20 under the minor modification that was granted by the FCC and will enter into this Agreement with Enlace in accordance with FCC channel sharing rules and regulations where Shaffer and Enlace will share the 6 MHz of bandwidth on channel 20 according to the terms as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

Section 1. Term. Shared Operations. FCC Filings.

1.1 Term. The term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement and shall continue for thirty-six (36) months. This Agreement shall automatically renew on a month-to-month basis unless either Party provides the other Party with ninety (90) days advanced written notice of their desire to terminate the Agreement, unless earlier terminated in accordance hereto.

1.2 Shared Operations. The Stations currently share the same transmit facility (ASR #1063584) in Austin, Texas and the Parties will proceed expeditiously with the shared use of the KADF-LD transmission equipment necessary for the operation of both Stations on RF channel 20 and channel sharing by Shaffer and Enlace on the shared channel. The Parties shall begin broadcasting on the shared channel using the KADF-LD transmission facilities on a mutually agreeable date as determined by the Parties (the "Commencement Date").

1.3 FCC Filing.

(a) No later than _____, 2019, in accordance with FCC channel sharing rules, the Parties shall jointly file a request for approval of this Agreement which shall include a copy of this Agreement and; (1) a public interest statement; (2) a declaration of consideration paid or promised; (3) a list of expenses for which Shaffer seeks reimbursement; and (4) the terms of any agreement (oral or written) relating to the dismissal or withdrawal of its application. The Parties shall work in good faith to prepare, submit and prosecute any other amendments or applications as may be required by the FCC.

(b) Within five (5) days after the Commencement Date, the Parties shall jointly file a license to cover application and a license application with respect to channel sharing with the FCC.

(c) If the FCC imposes a condition on the approval, performance or terms of this Agreement or on any of the FCC applications that are filed by the Parties that has a material

effect on the Terms hereto, then the Parties shall negotiate in good faith to modify the Agreement in a manner that will comply with any regulatory condition.

Section 2. Bandwidth. Technical. FCC Licenses.

2.1 Allocation of Bandwidth. Shaffer and Enlace shall share the capacity of the 6 MHz channel (19.39 Mbps of digital bandwidth for ATSC 1.0) under the Terms of this Agreement as follows:

- KADF-LD will retain 16.89 Mbps of digital bandwidth.
- K34FM-D will retain 2.5 Mbps of digital bandwidth.

2.2 Use of Capacity. Each Party shall have the right to use its allocated capacity on the shared channel in such Party's sole discretion in accordance with the terms of this Agreement. Neither Party shall take any action that interferes with the other's use of capacity on the shared channel or the transmission facilities.

2.3 Transmissions. Each Party shall be responsible, at its sole expense, to provide its programming to the transmission facility for broadcast on the shared channel.

2.4 Equipment. Shaffer shall retain ownership of all transmission equipment used in the operation of Station KADF-LD under the Terms of this Agreement. The Parties agree to share equally any costs associated with the purchase, installation and operation of any new equipment necessary for the shared channel transmission hereto.

2.5 FCC Licenses.

(a) Each Party shall maintain all FCC licenses necessary for its operations on its Station in full force and effect during the Term. Neither Party shall make any filing with the FCC to modify the shared channel without the prior written consent of the other Party.

(b) Each Party shall comply with this Agreement, FCC Rules and other applicable laws with respect to its ownership and operation of its Station, subject to the Terms hereto.

(c) In the event that the FCC modifies its channel sharing rules, the Parties shall undertake good faith negotiations to amend this Agreement as necessary in order to comply with such changes.

(d) Shaffer shall retain channel 20 for Station KADF-LD transmission and Enlace shall select a virtual channel they wish to use for Station K34FM-D transmission.

Section 3. Operations.

3.1 Expenses. The expenses of operating the shared channel and the transmission facilities, including, but not limited to, the transmit site lease, operating and maintaining

equipment and utilities shall be the sole responsibility of Shaffer, subject to Section 2.3, 2.4 and 6.10 hereto.

3.2 Representations & Warranties.

(a) Shaffer represents and warrants to Enlace that it has obtained all FCC approvals necessary to operate on the shared channel under the Terms of this Agreement and its ownership and operation of Station KADF-LD complies with all FCC rules, regulations and policies.

(b) Enlace represents and warrants to Shaffer that it has obtained all FCC approvals necessary to operate on the shared channel under the Terms of this Agreement and its ownership and operation of Station K34FM-D complies with all FCC rules, regulations and policies.

3.3 Force Majeure. Neither Party shall be liable to the other Party for any failure or delay in the performance of its obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, war, act of terrorism, labor dispute, government or court action, failure of facilities or acts of God.

Section 4. Indemnification.

4.1 Indemnification by Parties. Each Party shall indemnify and hold harmless the other Party from and against any and all claims, losses, costs, liabilities, damages, forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (collectively, "Damages") resulting from a breach of any representation, warranty, covenant or agreement contained in this Agreement.

4.2 Operational Indemnification. Each Party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including without limitation reasonable attorney's fees) arising from the programming, advertising and operation of its Station using the shared channel, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3 Survival of Indemnities. Each Party's indemnification obligations under this Section 4 shall survive any termination or expiration of this Agreement.

4.4 Insurance. Each Party shall maintain active insurance policies covering general liability and property damage with respect to the operations of this facility and the shared channel, in such forms and amounts as they shall determine (with each Party acting reasonably), with each such policy covering both Parties hereto, either as primary loss payee or as an additional named insured. Each Party shall maintain workers' compensation insurance and such other insurance policies as it shall reasonably determine as being appropriate to cover its own employees (if applicable).

4.5 Limitations. Notwithstanding any provision of this Agreement to the contrary, (i) any fact or circumstance that occurs as a result of any action by a Party, or failure by a Party to act when under a duty to act, in accordance with the terms hereof or as a result of a Parties activities or operations with respect to the Terms of this Agreement shall not be deemed a default or breach by a Party of its representations, warranties, covenants or agreements in this Agreement; and (ii) any fact or circumstance that occurs as a result of any action by a Party, or failure by a Party to act when under a duty to act, in accordance with the terms hereof or as a result of a Parties activities or operations with respect to this Agreement shall not be deemed a default or breach by either Party of its representations, warranties, covenants or agreements in this Agreement.

Section 5. Termination and Remedies Upon Default

5.1 Termination.

(a) In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by either Party by written notice to the other if the party seeking to terminate is not then in material breach hereof, upon the occurrence of any of the following:

(i) The Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an 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;

(ii) the other Party is in material breach of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of written notice from the non-breaching party;

(iii) the mutual consent of both parties;

(iv) there has been a material change in FCC Requirements that would cause this Agreement to be in violation thereof; such change is in effect and not the subject of an appeal or further administrative review; and this Agreement cannot be reformed, in a manner acceptable to either Party, to remove and/or eliminate the violation; or

(v) Shaffer exercises the right to acquire the Enlace license under Section 6.10 hereto.

(b) If Enlace's FCC authorization to operate on the shared channel is revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed or otherwise terminated for any reason, then that Enlace's spectrum usage rights shall revert to Shaffer and this Agreement shall terminate.

(c) In the event that this Agreement shall be terminated with respect to the FCC license of the Enlace Station and Enlace is no longer engaging in the sharing of the shared channel, such Station's FCC license shall revert to Shaffer and Shaffer may file an application with the FCC to change its FCC license to non-shared status.

(d) The terms of this Section 5 shall survive any termination of this Agreement, and no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other as provided in this Agreement.

Section 6. Miscellaneous

6.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, may be sent by facsimile (with automatic machine confirmation), delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (ii) deemed to have been given on the date of actual receipt, which may be conclusively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this Section 6.1

If to KADF-LD:

Joseph W. Shaffer
Attn: Joseph W. Shaffer
PO Box 10310
Prescott, AZ 86304
Telephone: (928) 717-8828

And to:

Tepper Law Firm, LLC
Attn: Cary S. Tepper
4900 Auburn Avenue, Suite 100
Bethesda, MD 20814
Telephone: (301) 718-1818
Facsimile: (301) 718-1820

If to K34FM-D:

Enlace Christian Television, Inc.
Attn: Jose Gonzalez
2823 W. Irving Blvd.
Irving, TX 75061
Telephone: (469) 499-0832

And to:

Colby M. May, ESQ., P.C.
Attn: Colby May
PO Box 15473
Washington, DC 20003
Telephone: (202) 544-5171
Facsimile: (202) 544-5172

6.2 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights, interests, or obligations of either Party hereunder shall be assigned, encumbered, hypothecated, or otherwise transferred without the prior written consent of the other Party, such consent not to be unreasonably withheld. No assignment permitted or consented to under this Agreement shall act as a novation and the assigning Party shall not be released from, and shall remain fully liable for, all of its obligations and liabilities under this Agreement. Any assignment in violation of this Agreement shall be null and void *ab initio*. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, and no other person shall have any right, benefit or obligation hereunder.

6.3 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties relating to the shared channel. This Agreement cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought.

6.4 Waivers of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any Party hereto to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

6.5 Choice of Law. This Agreement shall be construed, interpreted and the rights of the Parties hereto determined in accordance with the laws of the State of Texas, Travis County, without giving effect to the principles of conflicts of law of such state.

6.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules, regulations, or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the Parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing FCC rules, regulations, and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the Parties and economic benefits and burdens as embodied in the provision of this Agreement which is to be so modified.

6.7 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Shaffer and Enlace.

6.8 Duty to Consult. Each Party will use its reasonable best efforts not to take any action that would unreasonably interfere with, threaten or frustrate the other Party's purposes or business activities, and each Party will keep such other Party informed of, and shall coordinate with such other Party regarding, any activities that may have a material effect upon such other Party with respect to this Agreement.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

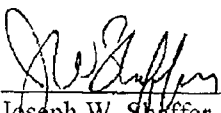
6.10 Asset Purchase Agreement. Enlace and Shaffer have executed an Asset Purchase Agreement for the acquisition of the K34FM-D license from Enlace which is attached hereto as Exhibit 3. Shaffer and Enlace will prosecute the filing of the Assignment Application with the FCC within ten (10) days from the date of FCC authorization of this Agreement.

[END OF PAGE. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

KADF-LD:

JOSEPH W. SHAFFER

By: 

Joseph W. Shaffer
Sole Proprietor

K34FM-D:

ENLACE CHRISTIAN TELEVISION, INC.

By: _____
(Name)
(Title)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

KADF-LD:

JOSEPH W. SHAFFER

By: _____
Joseph W. Shaffer
Sole Proprietor

K34FM-D:

ENLACE CHRISTIAN TELEVISION, INC.

By: _____
(Name) Jonás González Rodríguez
(Title) President, Enlace USA

Exhibit 2

DECLARATION

I, Joseph W. Shaffer, do hereby declare and state under penalty of perjury as follows:

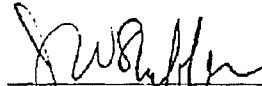
1) I am the owner and licensee of low power broadcast television Station KADF-LD, channel 20, licensed to Austin, Texas ("Shaffer"). I have filed a minor modification with the FCC, LMS #0000056038, to remain on channel 20 which was granted on October 4, 2018 and I have also filed a displacement application with the FCC, LMS #0000054339, on May 22, 2018 for RF channel 32 which is still pending active.

2) I have entered into an understanding (the "Agreement") with Enlace Christian Television, Inc. ("Enlace"), licensee of low power broadcast television Station K34FM-D, channel 34 in Austin, Texas who has also filed a displacement application with the FCC, LMS #0000054483, for RF channel 32 which is still pending active as well. KADF-LD and K34FM-D and The University of Texas at Austin low power broadcast television Station K29HW-D have all filed for channel 32 displacement applications that are currently pending active and mutually exclusive. The terms of my understanding and Agreement involves a channel sharing arrangement on channel 20 under the KADF-LD minor modification that has been granted by the FCC, resulting in the cancellation of the KADF-LD and K34FM-D channel 32 displacement applications. The Commission's approval of this Agreement is in the public interest and benefit as it will resolve the current MX situation and will allow Enlace, Shaffer and The University of Texas at Austin to continue to provide valued programming to the community.

3) The documents being provided represent the only Agreement and understanding between Enlace and myself.

4) Except as set forth in the Agreement, Enlace has not paid or promised to pay any money or other consideration to myself in connection hereby.

Executed on this 11th day of June, 2019.



Joseph W. Shaffer

Exhibit 2

DECLARATION

I, Jonas Gonzalez, do hereby declare and state under penalty of perjury as follows:

1) I am the President of low power broadcast television Station K34FM-D, channel 34, licensed to Austin, Texas that is owned and operated by Enlace Christian Television, Inc. ("Enlace"). We have filed a displacement application with the FCC, LMS #0000054483, for RF channel 32 which is still pending active and is mutually exclusive. The Station is currently licensed and silent.

2) We have entered into an understanding (the "Agreement") with Joseph W. Shaffer ("Shaffer"), licensee of low power broadcast television Station KADF-LD, channel 20 in Austin, Texas who has filed a minor modification with the FCC, LMS #0000056038, to remain on channel 20 which was granted on October 4, 2018 and has also filed a displacement application with the FCC, LMS #0000054339, on May 22, 2018 for RF channel 32 which is still pending active with our request. KADF-LD and K34FM-D and The University of Texas at Austin low power broadcast television Station K29HW-D have all filed for a channel 32 displacement application in Austin, Texas which are all still pending active and mutually exclusive. The terms of our understanding and Agreement involves a channel sharing arrangement on channel 20 under the KADF-LD minor modification that has been granted by the FCC that will result in the cancellation of both the KADF-LD and K34FM-D channel 32 displacement applications that should also result in a grant of the channel 32 displacement application to The University of Texas at Austin. The Commission's approval of this Agreement is in the public interest and benefit as it will resolve the current MX situation and will allow Enlace and The University of Texas at Austin to continue to provide valued programming to the community.

3) The documents being provided represent the only Agreement and understanding between Enlace and Shaffer.

4) Except as set forth in the Agreement, Shaffer has not paid or promised to pay any money or other consideration to Enlace in connection hereby.

Executed on this 11th day of June, 2019.

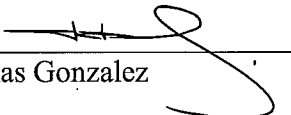

Jonas Gonzalez

Exhibit 3

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of June 11, 2019 by and among Enlace Christian Television, Inc. ("Seller") and Joseph W. Shaffer ("Buyer").

Recitals

A. Seller is the licensee of low power broadcast television station K34FM-D, channel 34, Austin, Texas (FIN 67880) (the "Station"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC").

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station License and Assets (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF LICENSE AND ASSETS

1.1 Station License and Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the FCC licenses, permits and other authorizations with respect to the Station (the "FCC Licenses") as described in *Schedule A*, including any renewals or modifications thereof between the date hereof and Closing;

(a) all equipment, transmitters, antennas, and other tangible personal property used or held for use in the operation of the Station shall remain the property of Seller.

(b) all contracts, agreements and leases, written or oral, used or held for use in the operation of the Station shall remain with Seller and will not be assumed by Buyer.

(c) the owned or leasehold interests in real property associated with the Station's transmitter site shall remain with Seller and will not be assumed by Buyer.

1.2 Purchase Price. In consideration for the sale of the Station's License to Buyer, at Closing, Buyer shall pay Seller, the sum of One Dollar (\$1.00) (the "Purchase Price").

1.3 Channel Share Agreement. Buyer and Seller have mutually agreed to enter into a channel share agreement where Buyer's and Seller's Stations will share the spectrum of Buyer's Station KADF-LD, channel 20 (FIN 32281) under the terms of that agreement. Buyer and Seller have submitted this request to the FCC and awaiting authorization.

1.4 Closing. The consummation of the sale and purchase of the Station's License provided for in this Agreement (the "Closing") shall take place on or before the tenth (10th) business day after the date that the FCC Consent (hereinafter defined) has been granted or on such other day after the FCC Consent has been obtained as Buyer and Seller may mutually agree. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.5 FCC Consent. Within five (5) business days after the date of the FCC authorization of the channel share agreement as stated in Section 1.3 hereto, Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses to Buyer. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of its respective portions of the FCC Application. In the event any objections or challenges to the FCC Application or any requests for reconsideration or review of the FCC Consent are filed at the FCC, the parties shall cooperate with respect to any responses thereto. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of the FCC Consent. The parties agree to comply with any condition imposed on either of them by the FCC Consent.

ARTICLE 2: ASSUMPTION OF LIABILITIES

2.1 Liabilities to be Assumed. Buyer agrees to assume and timely perform all obligations and liabilities related to the Purchased Assets arising on or after the Closing Date. No expense, debt or liability of Seller, of any nature whatsoever, shall be assumed by Buyer unless said assumption is set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller. Attached hereto as "**Schedule 2.1**" is a list of all new or pre-existing contracts, agreements and obligations relating to the operation of the Station that Buyer agrees to execute or assume at Closing. Prior to Closing, both the Seller and Buyer agree to take all actions that are necessary to obtain any consents necessary for the assumption of such obligations so that such matters may be effectuated at or before the Closing. However, should any such contract not be validly assigned and Buyer not receive the full benefit of all of Seller's rights under it, Buyer shall (i) assume Seller's liabilities only to the extent Buyer obtains such rights and benefits, or (ii) have the right to terminate this Agreement without penalty.

2.2 Liabilities Not to be Assumed. Except as and to the extent specifically set forth in Section 2.1 and Schedule 2.1 of this Agreement, Buyer is not assuming any liabilities of Seller, and all such liabilities shall be and remain the responsibility of Seller.

ARTICLE 3: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby makes the following representations and warranties to Buyer:

3.1 Organization. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto and to consummate the transactions contemplated hereby.

3.2 Authorization. This Agreement when made by Seller, will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms.

3.3 No Conflicts. Except for the FCC Consent, delivery and performance by Seller of this Agreement and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any other material contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

3.4 FCC License. Seller is the holder of the FCC License described on *Schedule A* which are all of the governmental licenses, permits and authorizations required for the operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. Station was displaced in the FCC broadcast incentive auction and Seller has filed a displacement application with the FCC that is currently pending active and mutually exclusive. There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or Seller that could result in any such action. All material reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed and all such reports and filings are accurate and complete.

3.5 Litigation. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station that will subject Buyer to liability or which will affect Seller's ability to perform his obligations under this Agreement.

3.6 No Brokers. Other than Sterling BCG LLC, the fees of which shall be paid exclusively by Buyer, there is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement as a result of any agreement of, or action taken by, Seller.

3.7 No Other Representations or Warranties. Seller agrees that neither Buyer nor any of its representatives has made and shall not be deemed to have made, nor has Seller or any of his representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to Buyer, other than those representations, warranties, covenants and agreements explicitly set forth in **Article 3**.

ARTICLE 4: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

4.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the jurisdiction where the Station is located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto to consummate the transactions contemplated hereby.

4.2 Authorization. The execution, delivery and performance of this Agreement by Buyer has been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer.

4.3 No Conflicts. Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

4.4 Litigation. There is no action, suit or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

4.5 Qualification. To Buyer's knowledge: (a) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Laws; (b) there are no facts that would, under the Communications Act of 1934, as amended, and the rules, regulations and published policies promulgated thereunder by the FCC (collectively, the "Communications Laws"), disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station or that that would reasonably be expected to delay the FCC's processing of the FCC Application because of Buyer's qualifications; and (c) no waiver of or exemption from any existing FCC rule or policy on the part of Buyer is necessary for the FCC Consent to be obtained.

4.6 No Other Representations or Warranties. Buyer agrees that neither Seller nor any of his representatives has made and shall not be deemed to have made, nor has Buyer or any of its representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to Seller, its business, the Station, or the Station Assets, other than those representations, warranties, covenants and agreements explicitly set forth in **Article 3**.

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be kept confidential, shall not be used except in connection with this transaction, and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. No party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions

contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Laws, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller.

5.4 Cooperation. Seller and Buyer shall have a continuing obligation to promptly notify the other party in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be disclosed to the other party, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate. Further, Seller and Buyer shall give prompt notice to the other party at any occurrence that comes to its attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement. Seller and Buyer both agree to use their best efforts prior to Closing to obtain all consents necessary for the consummation of the transaction contemplated hereby, including consent and approval from the FCC.

ARTICLE 6. SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

6.1 Representations and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date. The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

6.4 Deliveries. Buyer shall have complied with its obligations as set forth in Section 7.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

7.1 Representations and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement. The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

7.4 Deliveries. Seller shall have complied with his obligations as set forth in Section 7.

7.5 Consents. All of the Required Consents shall have been obtained.

7.6 No Liens. There shall not be any Liens on the Station Assets (other than Permitted Liens) or any financing statements of record with respect to the Station Assets except those to be released at the Closing.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;

(ii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station's License from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

(iii) the Purchase Price in accordance with Section 1.2;

(iv) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive for a period of nine (9) months from the Closing Date. The covenants and agreements in this Agreement that are to be performed after the Closing shall survive until performed and any other covenants and agreements shall survive for a period of twelve (12) months from the Closing Date.

9.2 Indemnification.

9.2.1 By Seller. Subject to the terms and conditions of this Article 9, Seller hereby agrees to indemnify, defend and hold harmless Buyer, and its directors, officers, employees, members and controlled and controlling persons (hereinafter "Buyer's Affiliates"), from and against all Claims asserted or instituted by any third party or Governmental Entity ("Third Party Claims") against Buyer or any Buyer Affiliate, and all Losses incurred by Buyer or such Buyer Affiliate as a result of such Claims, directly or indirectly, by reason of, or resulting from:

(a) the inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement;

(b) the breach of any covenant of Seller contained in this Agreement

(c) any Third Party Claim brought by or on behalf of any broker or finder retained, employed or used by Seller or any of its directors, officers, employees, members or agents in connection with the transactions provided for herein or the negotiation thereof, whether or not disclosed herein;

(d) any Third Party Claim with respect to the ownership or operation of the Station or the Purchased Assets prior to the Closing Date including, without limitation, any Liabilities arising under the FCC Authorizations or the Contracts which relate to events occurring prior to the Closing Date; or

(e) any Third Party Claim, whether arising before or after the Closing Date, with respect to any of the liabilities that are not assumed by Buyer, as more specifically described in Section 2.2.

As used in this Article 9, the term "Claim" shall include all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid, and the term "Losses" shall include (i) all Liabilities; (ii) all losses, damages, judgments, awards, penalties and settlements; and (iii) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

9.2.2 By Buyer. Subject to the terms and conditions of this Article 9, Buyer and Buyer's Shareholders hereby agree to indemnify, defend and hold harmless Seller and its shareholders, directors, officers, employees, members and controlled and controlling persons (hereinafter "Seller's Affiliates"), from and against all Third Party Claims asserted or instituted against Seller or any Seller Affiliate, and all Losses incurred by Seller or such Seller Affiliates as a result of such Claims, directly or indirectly, by reason of or resulting from:

(a) The inaccuracy or breach of any representation or warranty of Buyer contained in or made pursuant to this Agreement;

(b) the breach of any covenant of Buyer contained in this Agreement;

(c) any Third Party Claim brought by or on behalf of any broker or finder retained, employed or used by Buyer or any of its directors, officers, employees, members or agents in connection with the transactions provided for herein or the negotiation thereof, whether or not disclosed herein;

(d) any Third Party Claim with respect to the ownership or operation of the Station or the Purchased Assets on or after the Closing Date including, without limitation, any Liabilities arising under the FCC Authorizations or the Contracts which relate to events occurring on or after the Closing Date; or

(e) any Third Party Claim arising after the Closing Date with respect to any assumed liabilities; or

9.2.3 Notice and Defense. The party or parties to be indemnified (whether one or more, the “Indemnified Party”) will give the party from whom indemnification is sought (the “Indemnifying Party”) prompt written notice of any such Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. The assumption of defense shall constitute an admission by the Indemnifying Party of its indemnification obligation hereunder with respect to such Claim, and its undertaking to pay directly all costs, expenses, damages, judgments, awards, penalties and assessments incurred in connection therewith. Failure to give such notice shall not affect the Indemnifying Party’s duty or obligations under this Article 9, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

9.2.4 Failure to Defend. If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party’s defense, compromise, settlement or consent to judgment.

9.2.5 Indemnified Party’s Rights. Anything in this Article 9 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the

Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all Liability in respect of such Claim.

9.2.6 Payment. The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article 9. Upon judgment, determination, settlement or compromise of any third party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment, an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon payment in full by the Indemnifying Party, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such Third Party Claim.

9.2.7 Certain Limitations.

(a) The maximum liability of either party for indemnification under this Article 9 shall be Five Thousand Dollars (\$ 5,000.00).

(b) Payments by an Indemnifying Party under this Article 9 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such Claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(c) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(d) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(e) Seller shall not be liable under this Article 9 for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

- (b) by mutual written consent of Buyer and Seller;
- (c) by written notice of Buyer to Seller if Seller breaches his representations or warranties or defaults in the performance of his covenants contained in this Agreement.
- (d) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement.
- (e) by Seller or Buyer if the FCC by a "final" order dismisses the FCC Application, denies the FCC Application or designates the FCC Application for an evidentiary hearing; or
- (f) by written notice of Seller to Buyer or Buyer to Seller, as long as the terminating party is not in breach of any of its representations or warranties or in default in the performance of any of its covenants hereunder or whose action or inaction is the proximate cause for the FCC to dismiss, deny or designate for hearing the FCC Application.

10.2 Effect of Termination. If this Agreement is terminated by either party, no party to this Agreement shall have any liability to any other party to this Agreement; this Agreement in its entirety shall be deemed null, void and of no further force and effect.

Article 11: MISCELLANEOUS

11.1 Assignment. Neither party may assign all or part of this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided that any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

11.2 Environment. To Seller's knowledge, Seller has complied and the Leased Real Property is in compliance in all material respects with all environmental, health and safety laws relating to the Leased Real Property and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed, or commenced or, to the best of Seller's knowledge, threatened, against Seller or with respect to the Leased Real Property alleging any failure so to comply. Without limiting the generality of the preceding sentence and to the best of Seller's knowledge, Seller has obtained and the Leased Real Property is in material compliance with all of the terms and conditions of all permits, licenses and other authorizations which are required under, and have complied in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables which are

contained in, all Environmental, Health and Safety Laws applicable to the Leased Real Property and to the Sale Assets.

11.3 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed e-mail transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller:

Enlace Christian Television, Inc.
2823 W. Irving Blvd.
Irving, TX 75061
E-mail: jgonzalez@enlace.org

with a copy to:

Colby M. May
Colby M. May, ESQ., P.C.
PO Box 15473
Washington, D.C. 20003
E-mail: cmmay@maylawoffices.com

if to Buyer:

Joseph W. Shaffer
PO Box 10310
Prescott, AZ 86304
E-mail: jshaffer788w@gmail.com

with a copy (which shall not constitute notice) to:

Cary S. Tepper
Tepper Law Firm, LLC
4900 Auburn Avenue., Suite 100
Bethesda, MD 20814
E-mail: tepperlaw@aol.com

11.4 Amendments. No amendment or waiver of compliance with any provision 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 such amendment, waiver, or consent is sought.

11.5 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

11.6 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, 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.

11.7 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

11.8 Governing Law: Jury Waiver. The construction and performance of this Agreement shall be governed by the laws of the State of Texas (Travis County) without giving effect to the choice of law provisions thereof.

11.9 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements, documents and instruments contemplated herein, all provisions shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions.

11.10 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Buyer:

JOSEPH W. SHAFFER

By: 

Joseph W. Shaffer
Sole Proprietor

Seller:

ENLACE CHRISTIAN TELEVISION, INC.

By: _____

(Name)

(Title)

11.6 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, 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.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Buyer:

JOSEPH W. SHAFFER

By: _____
Joseph W. Shaffer
Sole Proprietor

Seller:

ENLACE CHRISTIAN TELEVISION, INC.

By: _____
(Name) Jonás González Rodríguez
(Title) President, Enlace USA

Schedule A

Station: *K34FM-D*

FIN: *67880*

FCC Link: <https://enterpriseefiling.fcc.gov/dataentry/public/tv/publicFacilityDetails.html?facilityId=67880>